



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** MNR, MNSD, FF

## **Introduction**

This hearing dealt with two applications: 1) from the landlords for a monetary order for unpaid rent, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee; 2) from the tenant for double return of the security deposit / pet damage deposit. Both parties participated in the hearing and gave affirmed testimony.

## **Issues to be decided**

- Whether either party is entitled to any of the above

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on November 15, 2008. Rent in the amount of \$750.00 was payable on the 15<sup>th</sup> day of the month. A security deposit of \$375.00 and a pet damage deposit of \$375.00 was collected in cash on November 15, 2008.

The tenancy ended on or about March 15, 2009. The parties held differing views as to when the tenant gave notice of her intent to end the tenancy. However, the parties agreed that notice had not been provided in writing. There was also conflicting evidence in regard to when the landlords became aware of the tenant's forwarding address, and the nature of any verbal agreements that had been entered into in regard to the landlords' retention of the security deposit in lieu of an absence of proper notice to end tenancy.

In any event, during the hearing the parties exchanged views on the circumstances surrounding the various aspects of the dispute, and undertook to achieve a resolution.

## **Analysis**

Section 63 of the Act provides that the parties may undertake to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the landlords will retain the full amount of the tenant's security deposit of \$375.00;
- that the landlords will mail payment to the tenant in the full amount of the pet damage deposit of \$375.00;
- that the above payment will be made by way of either personal cheque, certified cheque, bank draft or money order;
- that the above payment will be put into the mail to the tenant by no later than midnight, Friday, August 21, 2009;
- that the landlords withdraw their application for recovery of the filing fee;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

## **Conclusion**

Pursuant to the above agreement, I hereby order that the landlords may retain the tenant's full security deposit of **\$375.00**.

Following from the above agreement and pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the tenant in the amount of **\$375.00**. Should it be necessary, this order may be served on the landlords, filed in the Small Claims Court and enforced as an order of that Court.

DATE: August 20, 2009

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Dispute Resolution Officer