

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application for a Monetary Order for return of double the security deposit and deposits paid for FOBs and keys. Both parties appeared at the hearing and were provided the opportunity to be heard. The landlords testified that the tenant's evidence was received late; however, the landlords had reviewed the evidence and were prepared to proceed.

Issues(s) to be Decided

1. Are the tenant's entitled to return of double the security deposit and other deposits?
2. Can the parties reach a mutual resolution to this dispute?

Background and Evidence

I heard undisputed evidence as follows. The tenancy commenced August 1, 2008 and ended October 31, 2009. The tenants were required to pay rent of \$1,450.00 on the 1st day of every month. The tenants had paid a \$725.00 security deposit and \$330.00 towards a FOB deposit and key deposit at the commencement of the tenancy. Both parties participated in a move-in inspection and a report was provided. The tenants provided their forwarding address to the landlord when they gave their notice to end tenancy. Near the end of October 2009 the parties exchanged several email communications with respect to the move-out inspection. Only the landlord participated in a move-out inspection.

The parties were in dispute as to whether the tenants had extinguished their right return of the security deposit.

The landlords were also of the position the tenants damaged of the rental unit and provided evidence for this hearing in an effort to prove damages. The landlords had not filed an Application for Dispute Resolution.

Upon discussion of the requirements of both parties under the Act with respect to service of documents or notices, using agents to participate in inspections, making an Application for Dispute Resolution, among other things, the parties were able to reach a mutual resolution to this dispute. The parties agreed as follows:

1. The tenants will waive any right to double the security deposit;
2. The tenants will authorize the landlords to deduct \$106.50 from the security deposit in satisfaction of a returned cheque written to the strata corporation; and,
3. The landlords retain the right to make an Application for Dispute Resolution with respect to any damages to the rental unit.

Analysis

I accept the mutual agreement reached between the parties and I make it an Order to be binding upon both parties. The landlords are hereby ordered to pay the tenants the following amount forthwith:

Security deposit and accrued interest	\$ 729.55
FOB deposit and key deposits	330.00
Less: returned cheque (authorized deduction)	<u>(106.50)</u>
Monetary Order for tenants	\$ 953.05

The tenants are provided a Monetary Order to serve upon the landlords. The Monetary Order may be filed in Provincial Court (Small Claims) to enforce as an Order of that court.

The landlords are at liberty to make a claim against the tenants for damage to the rental unit within two years of the tenancy ending.

Conclusion

The landlords are ordered to pay the tenants \$953.05 in satisfaction of this Application for Dispute Resolution. The tenants are provided a Monetary Order in this amount to ensure payment. The landlords are at liberty to make their own Application for Dispute Resolution with respect to damage to the rental unit.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 09, 2010.

Dispute Resolution Officer