

DECISION

Dispute Codes MNSD, O

Introduction

This hearing dealt with the tenant's application for return of the security deposit and other issues. Both parties appeared at the hearing and confirmed service of documents upon them. Both parties were provided the opportunity to be heard and to respond to the submissions of the other party.

Issues(s) to be Decided

1. Are the tenants entitled to return of the security deposit?
2. Are the tenants entitled to double the security deposit?
3. Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

The parties provided undisputed evidence as follows. The tenants paid a \$500.00 security deposit on February 25, 2010 for a tenancy set to commence March 1, 2010. At the time the security deposit was paid an application for tenancy had been completed; however, the parties had yet to sign a tenancy agreement. The parties subsequently disagreed about the amount of monthly rent, and in particular, the charge for cablevision. On March 1, 2010 the tenants gave the landlord a written notice to terminate the tenancy and requested return of the security deposit. The tenants provided their written forwarding address on the March 1, 2010 notice. The landlord re-rented the unit as of March 15, 2010. The landlord did not obtain the tenants' written consent to retain the security deposit or return the security deposit within 15 days of receiving the tenants' forwarding address. The landlord did not make an Application for Dispute Resolution to request retention of the security deposit.

The landlord was of the position the tenant's gave short notice to end the tenancy causing the landlord to suffer a loss of rent. Further, the landlord submitted the landlord incurred costs to install laminate floors and re-paint the unit at the tenants' request.

Upon discussion of the parties' rights and obligations under the Act, the parties were able to reach a mutual agreement to resolve this dispute. The parties agreed as follows:

1. The tenants waive any entitlement to return of double the security deposit;
2. The landlord will pay the tenants \$500.00 forthwith; and,
3. The landlord will not make any future claims against the tenants with respect to this tenancy.

Analysis

I accept the mutual agreement reached between the parties and make it an order to be binding upon both parties. Both parties are now precluded from making any subsequent claim against the other party with respect to this tenancy.

In recognition of the mutual agreement, the tenants are provided with a Monetary Order in the amount of \$500.00 to serve upon the landlord. The Monetary Order may be enforced as an Order of the court by filing it in Provincial Court (Small Claims).

Conclusion

This dispute has been settled by mutual agreement. The landlord is ordered to pay the tenants \$500.00 forthwith. The tenants are provided a Monetary Order in the amount of \$500.00 to ensure payment.

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: July 13, 2010.

Dispute Resolution Officer