



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with the tenants' application for a monetary order as compensation for the double return of the security deposit / and the recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenants are entitled to either of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from May 1, 2008 to April 30, 2009. Thereafter, tenancy continued on a month-to-month basis. Monthly rent was \$1,800.00 and a security deposit of \$900.00 was collected on April 21, 2008. While a walk-through of the unit was undertaken near the start of tenancy, a move-in condition inspection report was not completed.

By e-mail dated September 30, 2009, the tenants gave notice of their intent to end the tenancy effective October 31, 2009. While both parties participated together in a walk-through inspection of the unit in early November 2010, a move-out condition inspection report was not completed. After the tenants requested the return of their security deposit, the landlords set out in detail some of their concerns about the condition of the unit. While communication took place between the parties to resolve the disposition of the security deposit after the end of tenancy, the matter remained unresolved. The landlords presently retain the full security deposit and have not filed an application for dispute resolution.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

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

- that the landlords will pay the tenants \$950.00, and that a monetary order will be issued in favour of the tenants to this effect;
- that the above amount consists of the original amount of the security deposit of \$900.00, in addition to the \$50.00 filing fee;
- that the above payment will be made by cheque payable to tenant "CMN;"
- that the above cheque will be put into the mail as soon as possible but by no later than midnight, Friday, June 10, 2011;
- that the above particulars comprise full and final settlement of all aspects of the dispute which arise out of this tenancy for both parties.

Conclusion

I hereby issue a **monetary order** in favour of the tenants in the amount of **\$950.00**. 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.

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*.

DATE: June 3, 2011

Residential Tenancy Branch