



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, FF

Introduction

This matter dealt with an application by the Tenants to recover an overpayment of rent, for compensation for aggravated damages and to recover the filing fee for this proceeding.

The Tenants application named two parties as Respondents, namely, GLL and J.V. The Tenants said the address for service for the Respondents set out on the tenancy agreement did not exist and they later discovered the correct address which was set out on a company stamp endorsed on one of their cheques. The Tenants said they served the Respondents with their Application and Notice of Hearing (the "hearing package") by registered mail to the address for service on the Respondents' stamp. I find that the Respondents were served with the Tenants' hearing package as required by s. 89 of the Act and the hearing proceeded in the absence of the Respondent, J.V.

At the beginning of the hearing, the agent for the rental property owner, S.L., consented to adding the property owner, G. L., as a Respondent. S.L. claimed that J.V. was an agent for the property owner, G.L. and was a director for GLL but was acting without authority has recently been dismissed from those roles due to allegations of fraud. S.L. provided a copy of a letter allegedly written by J.V. that indicates she is aware of these proceedings. S.L. also claimed that the corporate Respondent, GLL, is no longer operating.

Issue(s) to be Decided

1. Are the Tenants entitled to recover an overpayment of rent?
2. Are the Tenants entitled to compensation for aggravated damages?

Background and Evidence

This tenancy started on October 1, 2011 and ended on December 31, 2011 when the Tenants moved out. Rent was \$625.00 per month payable in advance on the 1st day of each month. The Tenants paid a security deposit of \$300.00 at the beginning of the tenancy.

The Tenants claimed that they mailed the Landlord, J.V., a cheque in the amount of \$625.00 for December 2011 rent but that J.V. wanted the payment earlier so they paid her the same amount in cash based on her promise that she would destroy the cheque. The Tenants also claimed that on April 17, 2012, J.V. cashed this cheque without their knowledge or consent.

The Tenants said J.V. sent them a cheque drawn on a GLL account in the amount of \$265.00 in partial payment of their security deposit however they did not cash it. The agent for G.L. admitted that this cheque could not be negotiated. During the hearing, the parties agreed to settle this matter.

Analysis

Section 63(2) of the Act says that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an Order. I find that the Parties have agreed to settle this matter on the following terms:

1. The Parties agree that the Respondent, G.L., will pay the Tenants the amount of \$475.00;
2. The Applicants agree that the payment of \$475.00 is in full and final satisfaction of any and all claims that they may have against all of the Respondents arising out of the tenancy; and
3. The Respondent, G.L., agrees that the payment of \$475.00 is in full and final satisfaction on any and all claims all of the Respondents may have against the Applicants arising out of the tenancy.

Conclusion

A Monetary Order in the amount of \$475.00 has been issued to the Tenants. If the Landlords do not pay the amount of the Order, then a copy of it must be served on the Landlords and may be enforced in the Provincial (Small Claims) Court of British Columbia 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*.

Dated: July 03, 2012.

Residential Tenancy Branch