



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: MNSD

### Introduction

This hearing was scheduled in response to an application by the tenants for a monetary order reflecting the double return of the security and pet damage deposits. Both parties attended and / or were represented at the hearing and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the fixed term of tenancy was from August 1, 2011 to July 31, 2012. Monthly rent of \$1,700.00 was due and payable in advance on the first day of each month. A security deposit of \$850.00 and a pet damage deposit of \$850.00 were both collected.

At the time when tenancy ended on July 31, 2012, the tenants provided the landlord with their forwarding address for the purposes of the return of the security and pet damage deposits. It was not until on or about August 22, 2012 when the tenants received the cheque repayment of these deposits in the total amount of \$1,700.00 (\$850.00 + \$850.00). The tenants object that the landlord failed to make the repayment within 15 days after July 31, 2012 which, as earlier noted, is when the tenancy ended and when the tenants provided the landlord with their forwarding address. Accordingly, in their application the tenants seek the double return of these deposits pursuant to the statutory provisions set out in section 38 of the Act which speaks to **Return of security deposit and pet damage deposit**.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute. This exchange included an explanation by the landlord's agent as to the reason(s) why there was a delay in the repayment. This particular issue aside,

it appears there was consensus between the parties that the overall experience of the tenancy had been a mutually positive one.

### 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](http://www.rto.gov.bc.ca)

Section 63 of the Act speaks to the **Opportunity to settle dispute**. Pursuant to this provision, discussion between the parties during the hearing led to a settlement. Specifically, it was agreed as follows:

### **RECORD OF SETTLEMENT**

- that the landlord will pay the tenants \$850.00, and that a monetary order will be issued in favour of the tenants to that effect;
- that the above payment will be by cheque made payable to male tenant "LFP";
- that the cheque will be put into the mail to male tenant "LFP" by not later than midnight, Friday, November 9, 2012;
- that the above particulars comprise full and final settlement of all issues in dispute which are presently before me.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$850.00**. Should it be necessary, this order may be served on the landlord, 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*.

Dated: November 06, 2012.

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Residential Tenancy Branch