



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlords: MNR, MND, MNSD, O and FF
Tenant: MNSD and FF

Introduction

This hearing was convened on applications by both the landlords and the tenants.

By application of September 28, 2012, the landlords seek a monetary award for unpaid utilities, property disposed of, recovery of the filing fee for this proceeding and authorization to retain the security deposit in set off against the balance owed.

By application also made September 28, 2012, the tenants seek a monetary award for return of their security deposit in double on the grounds that the landlords had not returned it or made application to claim upon within 15 days of the latter of the end of the tenancy or receipt of the tenants' forwarding address.

Issue(s) to be Decided

Are the landlords entitled to a monetary award as requested with authorization to retain a portion of the security deposit in set off, and/or are the tenants entitled to an order for return of the deposit.

Background and Evidence

This tenancy began on August 1, 2011 although the tenants were given early possession on July 22, 2011 and the tenancy ended on or about September 13, 2012. Rent was \$2,300 per month and the landlord's held a security deposit of \$1,000 paid at the beginning of the tenancy.

At the commencement of the hearing, the parties gave evidence that the landlord had returned \$533.06 including \$5.26 interest by cheque of September 21, 2012 and had retained the balance to reconcile the equal billing vs. actual usage of gas and electrical bills as agreed under clause 44 of the rental agreement and a \$50 charge for items disposed of by the tenants.

While the tenants had paid rent to September 1, 2012, they had left some belongings on the property until September 13, 2012 which I find to be the end of the tenancy. As the landlords made application to claim against the security deposit within 15 days as required under section 38(1) of the Act, I declared my finding that the tenants were not entitled to return of the deposit in double under section 38(6) of the *Act*.

On hearing that determination, the tenants advised that they were otherwise satisfied with the landlords' claims. The landlords were similarly satisfied with the status quo.

Therefore, the parties concurred that the matter had been settled.

Conclusion

The matter has been settled by the parties and our file has been closed accordingly.

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: December 19, 2012.

Residential Tenancy Branch