



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

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

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Only tenant "JY" is named in this application, however, there were 2 tenants, "JY" & "AZ." While there is no standard tenancy agreement in evidence, a separate copy of the "application for tenancy" completed by each of the 2 tenants has been submitted in evidence.

The parties agreed to a 3 month tenancy for the period from June 1 to August 31, 2012. Total monthly rent was \$1,280.00, and each tenant was responsible for ½ of this in the amount of \$640.00. A security deposit in the total amount of \$640.00 was collected, and each tenant was responsible for ½ of this in the amount of \$320.00. Neither a move-in, nor a move-out condition inspection report was completed.

As to the disposition of the total security deposit after tenancy ended, by cheque dated September 24, 2012 the landlords undertook to repay \$226.76 of the \$640.00 collected. In short, the landlords retained \$413.24 (\$640.00 - \$226.76).

The tenants were dissatisfied with this and by letter dated October 3, 2012, they provided the landlords with their forwarding address and requested repayment of the full amount of the original security deposit collected. Further, tenant "JY" stated that the cheque issued by the landlords for partial reimbursement was unable to be cashed as it was made out improperly.

Subsequent to the above, tenant “AZ” reached agreement with the landlords in relation to the disposition of her portion of the security deposit. In summary, “AZ’s” security deposit was \$320.00, and she consented to the landlords’ retention of \$206.62, leaving a balance repaid to her in the amount of \$113.38 by cheque dated January 13, 2013.

No similar agreement was reached between tenant “JY” and the landlords in relation to “JY’s” portion of the security deposit of \$320.00. However, during the hearing the parties exchanged views on some of the circumstances surrounding the dispute, and attempted 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 speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties led to a resolution. Specifically, it was agreed as follows:

RECORD OF SETTLEMENT

- that the landlords will pay the tenant **\$310.00**, and that a **monetary order** will be issued in favour of the tenant to that effect;
- that the above payment will be by **cheque** made payable to the tenant;
- that the above cheque will be **mailed to the tenant at his current address** as shown on his application for dispute resolution;
- that the cheque will be put into the mail by not later than **midnight, Friday, February 1, 2013**;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties.

Finally, for information, the attention of the parties is drawn to the following particular sections of the Act:

Section 13: **Requirements for tenancy agreements**

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 38: **Return of security deposit and pet damage deposit**

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$310.00**. 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*.

Dated: January 29, 2013

Residential Tenancy Branch

