



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. The landlord requested an adjournment so that he could prepare his own claim. I determined this was not a sufficient reason to grant an adjournment and the adjournment request was denied. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail on June 20, 2013. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenants are entitled to recover the cost of the filing fee?

### Background and Evidence

The tenancy began on August 1, 2012 when the parties entered into a 20 month fixed term tenancy for two rental units on the property. The rent was \$1800 per month and \$1000 per month. The tenant(s) paid a security deposit of \$1900 on June 20, 2012 for both units..

The tenancy ended on May 31, 2013 after the tenants gave the landlord written notice at the end of April. The landlord re-rented the two rental units commencing June 1, 2013 and has not suffered a rental loss.

The tenant(s) provided the landlord with his/her their forwarding address in writing on April 25, 2013.

The tenants claim double the security deposit or the sum of \$3800.

The landlord claims the tenants have damaged the rental property but he has not yet filed a claim.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

1. The landlord shall retain \$1000 of the security deposit.
2. The landlord shall return the balance of the security deposit in the sum of \$900 to the tenants.
3. This is a full and final settlement and each party releases and discharges all claims they have against the other with respect to this tenancy.

Monetary Order:

As a result of the settlement I ordered that the Landlord shall retain the sum of \$1000 from the security deposit. I further ordered that the Landlord pay to the Tenants the

balance of the security deposit in the sum of \$900. All further claims with respect to this tenancy are dismissed.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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: July 30, 2013

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Residential Tenancy Branch

