



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sutton Group Westcoast Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenants have requested a monetary Order for return of the security and pet deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Preliminary Matters

At the start of the hearing the application was amended to remove the realty company as a respondent. The tenant agreed to this amendment.

The tenants claimed \$350.00 for the cost of wages lost as a result of making this application. An applicant can only recover damages for the direct costs of breaches of the Act or the tenancy agreement in claims under Section 67 of the Act, but "costs" incurred with respect to filing a claim for damages are limited to the cost of the filing fee, which is specifically allowed under Section 72 of the Residential Tenancy Act. As a result, this portion of the claim was denied.

Issue(s) to be Decided

Are the tenants entitled to return of the deposits paid totaling \$1,150.00?

Are the tenants entitled to filing fee costs?

Background and Evidence

The tenancy commenced on April 1, 2012; it was a fixed term that was renewed to end September 30, 2013. The tenants paid a security deposit in the sum of \$750.00 and a pet deposit in the sum of \$400.00.

The tenancy ended on September 15, 2013.

The landlord confirmed that condition inspection reports were not completed.

The landlord confirmed receipt of the tenant's written forwarding address on September 17 or 18, 2013.

The landlord confirmed that a claim against the deposits has not been made and that the deposits have not been returned.

Mutually Settled Agreement

The landlord agreed to return both deposits plus the \$50.00 filing fee to the tenants; totaling \$1,200.00. The landlord expects payment to be made to the tenants by December 10, 2013.

The parties both agreed that no further applications for dispute resolution would be made by either party and understood that based on this mutually settled agreement no further applications for dispute resolution would be considered.

The parties were informed that based on the mutual agreement the tenant's would be issued a monetary Order in the sum of \$1,200.00.

Therefore, pursuant to section 63(2) of the Act I find that the tenants are entitled to compensation in the sum of \$1,200.00, for the value of the deposits paid and the filing fee costs. Further, I find that all matters related to this tenancy have been settled.

Therefore, in support of the mutually settled agreement I grant the tenants a monetary Order in the sum of \$1,200.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

Conclusion

By mutual agreement the tenants are entitled to a monetary Order.

All disputes related to this tenancy have been settled.

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 15, 2013

Residential Tenancy Branch

