



# 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. Neither party requested an adjournment or a Summons to Testify. 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 on the landlords by mailing, by registered mail to where the landlords reside on September 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 tenant is entitled to the return of double the security deposit/pet deposit?
- b.      Whether the tenant is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on June 29, 2013 and end on August 31, 2013. The rent was \$1200 per

month payable on first day of each month. The tenant(s) paid a security deposit of \$600 at the start of the tenancy.

The tenancy ended on August 28, 2013 when the tenant returned the keys to the landlord's agent. The tenant(s) provided the landlord with his/her their forwarding address in writing on August 28, 2013.

On or about September 27, 2013 the landlords mailed the tenant with a cheque in the sum of \$390 after retaining \$110 for hydro and \$100 for damage to plants. The tenant accepts responsibility for the \$110 hydro bill but disputes the claim for the damage to the plants.

### Analysis

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

### 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:

- a. The landlords shall pay to the Tenant the sum of \$490 plus \$50 for the cost of the filing fee for a total of \$540.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

The landlord testified they have put a hold on the cheque in the sum of \$390 pending the resolution of this hearing. The tenant shall not cash that cheque and the landlords shall be at liberty to put a stop payment on that cheque.

Monetary Order and Cost of Filing fee

**I ordered the landlord(s) to pay to the tenant the sum of \$490 plus the sum of \$50 in respect of the filing fee for a total of \$540.**

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: November 14, 2013

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Residential Tenancy Branch

