



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, 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 by mailing, by registered mail to where the landlord resides on December 17, 2013. The Application for Dispute Resolution filed by the Tenants does not seek a doubling of the deposit. However, at the hearing they initially stated they did not wish to waive the doubling.

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 July 1, 2013 and continue on a month to month basis. The rent was

\$1000 per month payable on first day of each month. The tenant(s) paid a security deposit of \$500 at the start of the tenancy.

The landlord testified the tenant moved in on June 25, 2013. The tenant acknowledged she moved some belongings in on that date with the consent of the landlord.

The tenancy ended on November 30, 2013 after the tenants gave one month notice in writing. The tenant(s) provided the landlord with his/her their forwarding address in writing on or about November 30, 2013. The landlord returned \$300 of the security deposit.

The landlord has not filed a claim as yet. However, she alleges she is entitled to compensation for the tenant moving in early and damage to the rental unit. She also testified the female tenant orally agreed to a long term tenancy.

Analysis

Law

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 Tenants the sum of \$250.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

As a result of the settlement I ordered that the landlords pay to the Tenants the sum of \$250.

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: March 03, 2014

Residential Tenancy Branch

