



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, MNSD, FF

### Introduction

This hearing was scheduled in response to an application by the tenants for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / compensation reflecting the double return of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

### Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

### Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the tenancy began on November 15, 2012. Monthly rent of \$3,400.00 was due and payable in advance on the first day of each month. A security deposit of \$1,700.00 and a pet damage deposit of \$1,700.00 were collected. A move-in condition inspection report was completed with the participation of both parties.

Following notice by the tenants, tenancy ended on November 15, 2013. A move-out condition inspection was completed with the participation of both parties, and the tenants' forwarding address was provided on the move-out condition inspection report.

The full pet damage deposit of \$1,700.00 was repaid to the tenants within days after the end of tenancy. However, the landlord withheld the security deposit of \$1,700.00. In support of the decision to withhold the security deposit, the landlord described a range of miscellaneous concerns with the condition of the unit / property. There is no evidence that the tenants gave written consent for this withholding, and neither is there evidence that the landlord filed an application for dispute resolution which included application to retain all or part of the security deposit. During the hearing the parties undertook to resolve the dispute.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 38 of the Act addresses **Return of security deposit and pet damage deposit**. In part, this section provides that within 15 days after the later of the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must either repay the security deposit and pet damage deposit, or file an application for dispute resolution. If the landlord does neither, section 38(6) of the Act provides that the landlord may not make a claim against the security deposit or pet damage deposit, and must pay the tenant double the security deposit and pet damage deposit. It is this statutory provision on which the tenants mainly rely in their application for dispute resolution.

Section 63 of the Act speaks to **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

#### **RECORD OF SETTLEMENT**

- that the landlord will repay the tenants' full security deposit of **\$1,700.00**, as well as reimburse the tenants' their **\$50.00** filing fee;
- that a **monetary order** will be issued in favour of the tenants in the total amount of **\$1,750.00** (\$1,700.00 + \$50.00);
- that the above payment of \$1,750.00 will be by **Bank Draft** made payable to female tenant "N.N.;"
- that the Bank Draft will be put into the mail by not later than **midnight, Thursday, May 01, 2014**;
- that the above particulars comprise **full and final settlement** of all issues in dispute for both parties which arise out of this tenancy, such that neither party will file a future application for dispute resolution related to this tenancy.

Conclusion

Following from the settlement reached by the parties, as detailed above, pursuant to section 67 of the Act I hereby issue a **monetary order** in favour of the tenants in the amount of **\$1,750.00**. Should it be necessary, this order may be served on the landlord, 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: April 23, 2014

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Residential Tenancy Branch

