



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenants' pet damage and security deposits (the deposits) in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The tenants applied for:

- authorization to obtain a return of all or a portion of their deposits pursuant to section 38; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The landlords confirmed that they received copies of the tenants' dispute resolution hearing packages sent by registered mail by the tenants on April 24, 2014. The tenants confirmed that they received copies of the landlords' dispute resolution hearing package sent by the landlords on July 15, 2014. Both parties also agreed that they received one another's written evidence packages. I am satisfied that the parties served one another with the above documents in accordance with the *Act*.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for damage arising out of this tenancy? Which of the parties are entitled to receive the tenants' deposits? Are the tenants entitled to a monetary award equivalent to double the value of their deposits as a result of the landlords' failure to comply with the provisions of section 38 of the *Act*? Are either of the parties entitled to recover their filing fees from one another?

Background and Evidence

This one-year fixed term tenancy commenced on August 21, 2013. Monthly rent was set at \$975.00, payable in advance on the first of each month. On or about August 15, 2013, the tenants paid the landlords a \$487.50 security deposit and a \$487.50 pet damage deposit.

This tenancy ended by way of a mutual agreement to end this tenancy on March 31, 2014. At the joint move-out condition inspection on March 31, 2014, the female tenant signed a portion of the report of that inspection in which she agreed that the landlords could retain \$300.00 from the tenants' pet damage deposit. The landlords have not returned any portion of the tenants' deposits, although they confirmed that they received the tenants' forwarding address on March 31, 2014, the final day of this tenancy.

The tenants' application for a monetary award of \$675.00 reflected their request to obtain a return of that portion of their deposits which remained after they agreed to allow the landlords to retain \$300.00 from their pet damage deposit. The female tenant testified that the tenants have not waived their right to claim against the deposits.

The landlords' application for a monetary award of \$524.50 was for damage incurred during the course of this tenancy. They provided written and photographic evidence to support their claim, which included an invoice for the work done to repair the premises after this tenancy ended.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. They agreed to settle all of the issues in dispute between them on the following terms.

1. The landlords agreed to send a negotiable cheque in the amount of \$1,425.50 to the tenants before September 1, 2014.
2. Both parties agreed that the monetary terms as outlined above resolved their applications for dispute resolution in their entirety.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties and as discussed at this hearing, I issue a monetary Order in the tenants' favour in the amount of \$1,425.50. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlords do not abide by the terms of the above settlement. The tenants are provided with these Orders in the above terms and the landlord(s) must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord(s) fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: August 20, 2014

Residential Tenancy Branch

