



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pacific Engineering Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing was scheduled in response to an application by the tenants for a monetary order for 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

There is no written tenancy agreement in evidence for this tenancy which began on November 15, 2006. Monthly rent of \$1,315.00 was due and payable in advance on the first day of each month, and a security deposit of \$657.50 was collected. A move-in condition inspection report was completed with the participation of both parties.

By letter dated February 25, 2014, the tenants gave notice to end tenancy effective March 31, 2014. In this letter the tenants also informed the landlord of their forwarding address for the purposes of repaying the security deposit. A move-out condition inspection report was completed with the participation of both parties.

The tenants claim that another letter with their forwarding address was hand delivered to the landlord in the first week of April 2014. To date, however, the tenants claim that no portion of their security deposit has been returned. The landlord explained during the hearing why no portion of the security deposit had been returned, and claimed that he incurred certain expenses as a result of re-painting and repairs that were required in the unit after the end of tenancy.

During the hearing the parties undertook to achieve a resolution of the dispute.

Analysis

Section 63 of the Act speaks to the **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 pay the tenant **\$375.00**, and that a **monetary order** will be issued in favour of the tenant in that amount;
- that the above amount reflects repayment of **\$350.00** from the tenant's original security deposit, and ½ the filing fee of **\$25.00** ($\$50.00 \div 2$);
- that the above payment will be by **cheque** made payable to tenant "MF," and will be put into the mail by not later than **midnight, Monday, October 06, 2014**;
- that the above particulars comprise **full and final settlement** of all aspects of any disputes arising from this tenancy, such that neither party will file an application for dispute resolution concerning this tenancy in future.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$375.00**. 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: September 22, 2014

Residential Tenancy Branch

