



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened by way of a conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenant for a Monetary Order for double the amount of the security deposit and to recover the filing fee.

The Tenant and both Landlords appeared for the hearing and provided affirmed testimony as well as documentary evidence in advance of the hearing. No issues in relation to the service of the Tenant’s Application and the parties’ written evidence were raised at the start of the hearing.

While the parties disagreed on what the monies paid at the start of the tenancy comprised of, the parties agreed that the Tenant had paid the Landlord \$1,100.00 as a deposit for the tenancy before it started on November 1, 2013.

The Landlords confirmed that they still retained the Tenant’s deposit and explained that this was because of damages to the rental unit and for loss of rent for the Tenant failing to give proper notice to end the tenancy.

The parties had failed to provide a copy of the written tenancy agreement and no move in or move out Condition Inspection Report was completed for the tenancy.

The Landlord made a number of submissions as to the reasons why the security deposit had not been returned to the Tenant after they had been provided with the Tenant’s forwarding address in writing in a letter dated May 29, 2014. However, the Landlords had failed to make an Application to keep the Tenant’s deposit.

The parties were informed of Section 38(1) of the Act in relation to the Landlord’s obligation to make an Application within 15 days of receiving the Tenant’s forwarding address in writing if they intended not to return it. The parties were also informed of Section 38(6) of the Act which explains that if the Landlord fails to comply with Section 38(1) of the Act, the Tenant is entitled to double the amount of the deposit paid.

While the Landlord had attempted to make a claim for their losses in written evidence in response to the Tenant's Application in this hearing, the Landlords were informed that they were required to make a formal Application against the Tenant in order for their claim to be decided upon and that they were at liberty to do so after this hearing.

However, I offered the parties an opportunity to settle this matter in full and final satisfaction through mutual agreement. The parties took the above provisions of the Act into consideration and decided that it was better to resolve this matter through mutual agreement as follows.

Settlement Agreement

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.

Both parties agreed to settle the Tenant's Application in full with the Landlords agreeing to return to the Tenant's deposit for a total amount of **\$1,100.00**.

This agreement and order is fully binding on the parties and is in **full and final satisfaction of all the issues** associated with the tenancy. No further Applications are permitted and this file is now closed.

The Tenant is issued with a Monetary Order in the amount of **\$1,100.00** which is enforceable in the Small Claims court if the Landlords fail to make payment in accordance with this agreement.

The Landlords are cautioned to retain documentary evidence in relation to the payment made to meet the above terms and conditions.

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: December 22, 2014

Residential Tenancy Branch

