



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- authorization to obtain a return of all or a portion of her security deposit, pursuant to section 38;
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The tenant and both landlords attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses.

The landlords confirmed that they received the tenant's application for dispute resolution hearing package ("Application") on August 12, 2014, by way of registered mail. In accordance with sections 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's Application.

The landlords testified that they served the tenant with the landlords' written evidence package on January 11, 2015, by way of registered mail. The landlords provided Canada Post receipts and tracking numbers to confirm this mailing. The tenant testified that she did not pick up the landlords' written evidence, as she was not interested in their position for this hearing. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was deemed served with the landlords' written evidence package on January 16, 2015, five days after its registered mailing.

Issues to be Decided

Is the tenant entitled to a monetary award for the return of double the amount of her security deposit?

Is the tenant entitled to recover the filing fee for this application from the landlords?

Background and Evidence

Both parties agreed that this month to month tenancy began on March 1, 2011. The tenant testified that she vacated the rental unit on June 30, 2014, while the landlords stated that the tenant vacated on July 2, 2014. The landlords indicated that the tenant's furniture was still in the rental unit until July 2, 2014, when the furniture was moved out and the keys were left behind. Monthly rent in the amount of \$600.00 was payable on the first day of each month. Both parties agreed that a security deposit of \$300.00 was paid by the tenant on March 1, 2011 and the landlords continue to retain this deposit. The landlords indicated that \$162.50 from the tenant's security deposit had been applied towards cleaning costs after the tenant vacated the rental unit.

Both parties agreed that a move-in condition inspection did not occur and a report was not completed. Both parties agreed that the tenant did not participate in a move-out inspection and the tenant did not receive a copy of the move-out inspection report. The landlords stated that a move-out inspection occurred at the rental unit on October 3, 2014, and that a housekeeper was present for this inspection. The landlords provided a copy of a move-out inspection report with their written evidence. The landlords indicated that they served the tenant with a letter, dated July 31, 2014, by way of registered mail, offering two move-out condition inspection dates. The landlords stated that they served the tenant with a "notice of final opportunity to schedule a condition inspection" on August 20, 2014, by way of registered mail, offering a final move-out inspection date. The tenant stated that she did not retrieve these letters because she was not interested in the landlords' position.

The landlords stated that there were no unpaid rent amounts outstanding at the end of this tenancy. The tenant stated that she provided verbal notice of her forwarding address to the landlords' daughter on July 4, 2014. Both parties agreed that the tenant provided written notice of her forwarding address to the landlords, in the form of a letter, dated July 15, 2014, by way of registered mail. The tenant states that she sent this letter on July 15, 2014 and the landlords confirmed receipt on July 23, 2014. Both parties agreed that the landlords did not have written permission from the tenant to retain any amount from her security deposit.

The tenant seeks a return of double the amount of her security deposit, totalling \$600.00. The landlords confirmed that they did not file an application for dispute resolution or return the tenant's security deposit within 15 days of the end of this tenancy or receiving the tenant's forwarding address in writing.

The landlords claim that they are entitled to \$770.00 from the tenant for damages to the rental unit at the end of this tenancy. The landlords provided photographs and a written breakdown of costs for cleaning, repairs, evidence submission, postage, time off work and replacement of a table. The tenant disputes this damage amount claimed by the landlords.

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.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. Both parties agreed that the landlords will retain \$50.00 from the tenant's security deposit;
2. Both parties agreed that the landlords will return the remainder of the tenant's security deposit in the amount of \$250.00 to the tenant by way of cheque to be sent out by registered mail by March 8, 2015;
3. Both parties agreed that this agreement settles all aspects of the tenant's monetary claims against the landlords in the tenant's Application, including for the \$50.00 filing fee, and arising out of this tenancy;
4. Both parties agreed that this agreement also settles all aspects of the landlords' potential monetary claims against the tenant arising out of this tenancy, including for damage, repair, cleaning, replacement and other costs;
5. Both parties agreed to waive their legal rights and not pursue any future monetary claims or applications against each other at the Residential Tenancy Branch with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties, I order the landlords to retain \$50.00 from the tenant's security deposit and return the remainder of the tenant's security deposit in the amount of \$250.00 to the tenant.

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, 2015

Residential Tenancy Branch

