



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

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67;
- 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 landlord HQF ("landlord") and the tenant 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 landlord confirmed that he also had the authority to appear as an agent on behalf of the other landlord named in this application, XZ ("landlord XZ").

The tenant testified that she served the landlords with the tenant's application for dispute resolution hearing package ("Application") on September 8, 2014, by way of registered mail. The landlord confirmed receipt of the tenant's Application on behalf of both landlords. In accordance with sections 89 and 90 of the *Act*, I find that the landlords were duly served with the tenant's Application.

The tenant testified that she served the landlords with the tenant's written evidence package on February 1, 2015, by way of registered mail. The landlord confirmed receipt of the tenant's written evidence on behalf of both landlords. In accordance with sections 88 and 90 of the *Act*, I find that the landlords were duly served with the tenant's written evidence package.

Issues to be Decided

Is the tenant entitled to a monetary award for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

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 the first fixed term tenancy, subject to the first tenancy agreement, began on July 1, 2013 and ended on December 31, 2013. Monthly rent under the first agreement was \$900.00, due on the first day of each month. The second fixed term tenancy, subject to a second tenancy agreement, began on January 1, 2014 and ended on June 30, 2014. Monthly rent under the second agreement was \$950.00, due on the first day of each month. Both parties agreed that the second fixed term tenancy agreement required the tenant to vacate the rental unit on June 30, 2014. Both parties agreed that the tenant vacated the rental unit on June 30, 2014, pursuant to the tenant's written notice of her intention to vacate on June 24, 2014.

Both parties agreed that a security deposit of \$450.00 was paid by the tenant on June 7, 2013. Both parties agreed that the landlords returned a portion of the tenant's security deposit in the amount of \$310.05 on July 14, 2014. Both parties agreed that the landlords continue to retain the remainder of the tenant's security deposit in the amount of \$139.95. Both parties agreed that the tenant provided written notice of her forwarding address to the landlords on July 8, 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 recovery of double the amount of her unreturned security deposit of \$139.95, totalling \$279.90. The landlord confirmed that the landlords 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.

Both parties agreed that a move-in condition inspection and report were completed on July 1, 2013 and a move-out condition inspection occurred on June 30, 2014. Both parties agreed that they signed the move-in report but did not sign the move-out report because they disagreed as to damages. Both parties agreed that they completed their own move-out inspection reports. The tenant provided a copy of the move-in and move-out condition inspection report, including the unsigned move-out report that she

completed herself, indicating that two door knobs were missing. The landlord stated that he noted damaged window blinds in his copy of the move-out report, which he did not provide as evidence for this hearing. The landlord stated that he requested \$100.00 for the blinds replacement, but the tenant refused to pay at the move-out inspection. The landlord testified that he sent a text message to the tenant after the move-out inspection on June 30, 2014, stating that landlord XZ agreed to return the tenant's full security deposit of \$450.00. The landlord stated that landlord XZ changed her mind later and requested that the tenant pay \$139.95 for replacement of the damaged blinds. The landlords claim that they are entitled to \$139.95 from the tenant for replacing these damaged blinds. The tenant provided a copy of an invoice for this amount, sent to her by the landlords. Neither party provided a receipt for the purchase of blinds. The tenant disputes this amount. The tenant claims for \$139.95 in her Application, in addition to the return of double her security deposit, noting that even though she did not pay this amount, she advised the landlords about the damaged blinds and they were never replaced during her tenancy, causing darkness and inconvenience in the rental unit.

The tenant also claims \$30.00 each for two closet and laundry door knobs. The tenant stated that these door knobs were missing since the beginning of the tenancy, causing sharp edges to be exposed. The tenant provided photographic evidence of missing door knobs and confirmed that she did not purchase any replacements. The landlord stated that he replaced both door knobs within one week of July 1, 2013, as per the move-in condition inspection report notes. The tenant claims \$18.52 for hearing-related fees for processing photographic evidence. The tenant also seeks to recover her \$50.00 filing fee for this Application.

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 pay \$250.00 to the tenant by way of cheque to be sent out by registered mail by March 11, 2015;
2. 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;

3. 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 of blinds and other costs;
4. 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, which settle all aspects of this dispute and arising out of this tenancy. The landlord confirmed that he also had authority to settle this matter on behalf of landlord XZ and he would advise landlord XZ about the terms of this settlement. The landlord confirmed that he understood that both he and landlord XZ are bound by this settlement agreement, including the monetary order issued against both landlords.

Conclusion

As advised to both parties during the hearing, in order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$250.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlords do not abide by the terms of the above monetary settlement. The tenant is provided with this Order in the above terms and the landlord(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above monetary settlement. Should the landlord(s) fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: March 05, 2015

Residential Tenancy Branch

