



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 double the amount of his security deposit, pursuant to section 38;
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The male and female landlords 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 female landlord confirmed personal receipt of the tenant's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that both landlords were duly served with the tenant's Application.

Issues to be Decided

Is the tenant entitled to a monetary award equivalent to double the value of his security deposit as a result of the landlords' failure to comply with the provisions of section 38 of the *Act*?

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

Background and Evidence

The female landlord testified that this month to month tenancy began on November 16, 2012. Monthly rent in the amount of \$900.00 was payable on the first day of each month. A security deposit of \$450.00 was paid by the tenant and the landlords continue to retain this deposit in full. No written tenancy agreement exists for this tenancy, as

only a verbal agreement was reached. The tenant stated that he provided verbal notice to vacate the rental unit around December 16, 2012, while the female landlord indicated that notice was provided around December 19 or 20, 2012. The female landlord indicated that both landlords accepted that the tenant could vacate the rental unit without having to provide one month's notice to vacate. Both landlords stated that the tenant was required to vacate the rental unit by December 31, 2012, while the tenant stated that the female landlord agreed to him vacating on January 1, 2013. The tenant stated that he vacated the rental unit with the remainder of his furniture on January 1, 2013. The landlords stated that the tenant vacated on January 2, 2013. The landlords indicated that they attempted to return \$250.00 from the tenant's security deposit on January 16, 2013 but the tenant refused to accept the partial amount. The male landlord indicated that because the tenant did not vacate the rental unit on December 31, 2012, he charged \$200.00 for two days of rent.

The female landlord testified that move-in and move-out condition inspections occurred but no reports were completed. The female landlord testified that there was no damage at the end of this tenancy and the tenant left the rental unit in a good condition. The tenant testified that he provided a forwarding address in writing to the female landlord in person and by posting to the landlords' door around January 7, 2013. The female landlord acknowledged receipt of the tenant's forwarding address in writing but could not recall the exact date. The female landlord testified that the landlords did not have written permission from the tenant to retain any amount from his security deposit. The landlords confirmed that they did not make any applications for dispute resolution.

The tenant seeks the return of double the amount of his security deposit of \$450.00, totalling \$900.00. The tenant stated that the landlords did not return his security deposit in full or make an application within 15 days of the end of this tenancy and providing a forwarding address in writing. The tenant confirmed that he made his Application on December 31, 2014, within the two year limitation period under section 60 of the *Act*. The tenant also seeks to recover the \$50.00 filing fee for his 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 all monetary issues arising out of this tenancy will be satisfied by the landlords' agreement to pay the tenant \$800.00 by 12:00 p.m. on April 14, 2015, by way of a personal meeting between the tenant and the female landlord;
2. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing and any issues arising out of this tenancy;
3. Both parties agreed that they will not initiate any further 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 settlement terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$800.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlords fail to pay \$800.00 to the tenant by April 14, 2015. The tenant is provided with this Order in the above terms and the landlord(s) must be served with a copy of this Order in the event that the landlords fail to pay \$800.00 to the tenant by April 14, 2015. 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: April 13, 2015

Residential Tenancy Branch

