



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 conference call in response to an Application for Dispute Resolution (the “Application”) made by the Tenants on September 18, 2014 under the *Manufactured Home Park Tenancy Act* for the return of their security and pet damage deposit, and to recover the filing fee from the Landlords.

Both parties appeared for the hearing and provided affirmed testimony. The Landlords confirmed receipt of the Tenants’ Application and their written evidence. The Landlord confirmed that they had not submitted any written evidence prior to the hearing as they intended to rely on the Tenants’ evidence.

At the start of the hearing the parties confirmed that the Tenants were renting both the manufactured home and the site from the Landlords. As a result, I determined that this tenancy fell under the jurisdiction of the *Residential Tenancy Act* (the “Act”). Therefore, I amended the Tenants’ Application and considered it under the correct Act; I did this pursuant to my authority under Section 64(3) (c) of the Act.

The parties agreed that the Tenants had paid the Landlords a total of \$600.00 as a security and pet damage deposit at the start of the tenancy which the Landlords still retained. The Tenants testified that they had vacated the site on August 31, 2014 and had provided the Landlords with a forwarding address in writing on the same day.

The Landlords acknowledged receipt of the Tenants’ forwarding address but they were unaware of their obligations in relation to the return of the Tenants’ deposits under the Act. The Landlords disclosed that they had a monetary claim against the Tenants. However, the Landlords did not make an Application to claim for this money from the Tenants or through their deposits. As a result, I determined the Landlords had failed to make an Application to keep the Tenants’ security deposit or return it to the Tenants within the 15 day time limit as required by Section 38(1) of the Act.

As a result, I explained to both parties the provisions of Section 38(6) of the Act which explains that if the landlord fails to comply with Section 38(1) of the Act above, the tenant is entitled to double the amount of the deposit paid.

However, I offered the parties an opportunity to settle this matter through mutual agreement. The parties took the above provisions of the Act into consideration and after some discussion, the parties 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.

The Landlords agreed to pay the Tenants **\$710.00** in full and final satisfaction of the issues associated with this tenancy payable forthwith to the Tenants. The Tenants agreed that the Landlords can issue a cheque in the male Tenant's name and send this to the Tenants' address on the Application.

The agreement was confirmed with the parties during and at the conclusion of the hearing before moving forward with this resolution. 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 Tenants are issued with a Monetary Order in the amount of **\$710.00** 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 of the payment made to Tenants 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: May 04, 2015

Residential Tenancy Branch

