



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC, MNSD, O, FF

### Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to obtain a return of double the amount of the security deposit, pursuant to section 38;
- other unspecified remedies; and
- authorization to recover the filing fee for this application from the landlords, pursuant to section 72.

The two landlords, landlord BB ("landlord") and "landlord MB," 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 receipt of the tenant's application for dispute resolution hearing notice. In accordance with sections 89 and 90 of the *Act*, I find that both landlords were duly served with the tenant's hearing notice.

The tenant confirmed that she served her written evidence package by way of posting it to the landlord's door on July 10, 2015. The landlord confirmed that he did not receive a copy of the tenant's written evidence package. However, the landlords already had copies of these documents from prior to the hearing, including the written tenancy agreement, two letters between the parties and a 2 Month Notice to End Tenancy for Landlord's Use of Property, dated August 2, 2014 ("2 Month Notice"). The landlords confirmed that they were agreeable to proceeding with this hearing on the basis of the tenant's written evidence package as noted above, with the exception of printouts of text messages between the parties. On the basis of the landlords' consent, I proceeded

with the hearing and advised both parties that I would be considering the tenant's entire written evidence package, except for the text message printouts, at this hearing and in my decision.

### 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 equivalent to double the value of her 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 landlord testified that this tenancy began on June 1, 2013 and was for a fixed term of one year after which it would transition to a month-to-month tenancy. The tenant vacated the rental unit on October 31, 2014. Monthly rent in the amount of \$950.00 was payable on the first day of each month. A security deposit of \$475.00 was paid by the tenant and the landlords continue to retain this deposit. A written tenancy agreement was provided for this hearing.

The landlord confirmed that a move-in condition inspection and report was completed on June 1, 2013, while the tenant denied this fact entirely. The landlord confirmed that he completed a move-out condition inspection report without the tenant's signature on October 31, 2014. The tenant testified that the move-out condition inspection occurred on November 1, 2014 and that she did not sign the move-out condition inspection report.

The landlords testified that they did not receive a copy of the tenant's written forwarding address, while the tenant said that she provided it to the landlords on a note with the rental unit keys on November 1, 2014, when the move-out condition inspection was completed. The landlord confirmed that the landlords did not obtain written permission from the tenant to keep any amount from her security deposit. The landlord also noted that the landlords did not file an application for dispute resolution to retain any amount from the tenant's security deposit.

The tenant seeks the return of double the amount of her security deposit, totalling \$950.00, because the landlords failed to return her deposit within 15 days of the end of

this tenancy and the provision of a forwarding address in writing. The tenant also seeks two month's rent compensation, totalling \$1,900.00, pursuant to section 51(2) of the Act and the 2 Month Notice. The tenant also seeks to recover the \$50.00 filing fee for this Application. The tenant abandoned her claim to recover registered mailing fees of \$18.50 related to this application, as she did not have the receipts to provide for this hearing. The landlords claim that they are entitled to approximately \$1,276.00 in damages from the tenant for various repairs that had to be performed at the end of this tenancy.

### 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 \$100.00 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 \$375.00 to the tenant by way of certified cheque to be sent out by way of registered mail by no later than July 31, 2015;
3. 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;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlords' potential claims arising out of this tenancy;
5. 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 testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the above settlement terms were legal, final, binding and enforceable, 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 \$100.00 from the tenant's security deposit and to return the remainder of the tenant's security deposit in the amount of \$375.00 to the tenant.

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 \$375.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord(s) fail to abide by condition #2 of the above settlement agreement. 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 landlord(s) fail to abide by condition #2 of the above settlement agreement. 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: July 29, 2015

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Residential Tenancy Branch

