



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sherlock Enterprises Co. Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD

Introduction

This hearing was scheduled in response to an application by the tenants for a monetary order reflecting repayment of the full security deposit of \$612.50. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement the tenancy began on September 01, 2014. Monthly rent of \$1,225.00 and parking of \$15.00 [total: \$1,240.00] were due and payable in advance on the first day of each month. A security deposit of \$612.50 and a key deposit of \$30.00 were collected. A move-in condition inspection report was completed with the participation of both parties.

Tenancy ended February 28, 2015. A move-out condition inspection report was completed with the participation of both parties, however, the tenants declined to sign the report. By letter to the landlord dated March 12, 2015, the Legal Advocate for the tenants informed the landlord of the tenants' forwarding address for the purposes of repayment of the security deposit and the key deposit.

By cheque, the landlord repaid the tenants in the total amount of \$171.50. \$30.00 of this amount reflects reimbursement of the key deposit.

As to the security deposit of \$612.50, the landlord withheld a total of \$471.00 (\$200.00 + \$206.00 + \$65.00) for painting, carpet cleaning and cleaning of the drapes. The balance of \$141.50 (\$612.50 - \$471.00) was repaid to the tenants and included in the

cheque for \$171.50. The tenants have not presently cashed the landlord's cheque, and in their application for dispute resolution they seek repayment of the full security deposit.

The tenants filed their application for dispute resolution on May 04, 2015. No application was filed by the landlord. Arising from a proposal by the tenants, during the hearing the parties undertook to resolve the dispute.

Analysis

Section 63 of the Act addresses the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that **within a day or two** after the date of this hearing, with the assistance of their Legal Advocate the tenants will **mail back the cheque** issued by the landlord **in the amount of \$171.50**;
- that the landlord will issue a **new cheque** made payable to both tenants in the total amount of **\$642.50**;
- that the above cheque is comprised of the original security deposit of \$612.50, and the \$30.00 key deposit paid by the tenants at the start of tenancy;
- that the above cheque will be mailed to the tenants at the **new forwarding address** provided by the tenants during the hearing, such that the cheque will be received by them not later than **October 31, 2015**;
- that the above particulars reflect **full and final settlement** of all matters in dispute that arise from this tenancy for both parties, such that neither party will file a future application for dispute resolution with respect to this tenancy.

Finally, for information, the attention of the parties is drawn to section 38 of the Act which addresses **Return of security deposit and pet damage deposit**.

Conclusion

The parties resolved the dispute pursuant to the **Record of Settlement**.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$642.50**. Only in the event that the payment agreed to between the parties in the Record of Settlement does not occur, may this order be served on the landlord, filed in the Small Claims 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: October 06, 2015

Residential Tenancy Branch

