



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 all or a portion of her security deposit pursuant to section 38;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed receipt of the notice of hearing package and the landlord submitted documentary evidence. Neither party raised any service issues. I accept the undisputed affirmed testimony of both parties and find that both parties have been sufficiently served as per section 90 of the Act.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for return of all or part of the security and/or pet damage deposits and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on August 1, 2013 on a fixed term of 1 year and then thereafter on a month-to-month basis. The monthly rent was \$1,600.00. A security deposit of \$800.00 and a pet damage deposit of \$100.00 was paid.

The tenants seek a monetary claim of \$900.00 which consists of:

\$800.00 Return of Original Security Deposit

\$100.00 Return of Original Pet Damage Deposit

The tenants claim that the landlord has failed to return all of the \$800.00 security and the \$100.00 pet damage deposits paid. The tenants stated that the landlord withheld \$300.00 and mailed a cheque to the tenants for \$600.00. The tenants, further state that the cheque provided to the tenants was “invalid” and un-cashable as the landlord was incorrectly filled out and that all further communication with the landlord have been unanswered as of filing this application.

Both parties confirmed the tenancy ended on June 30, 2016.

The tenants claimed that the landlord was given the tenants forwarding address in writing for return of the security and pet damage deposits via Canada Post Registered Mail on August 5, 2016.

The tenants claimed that the landlord was served a second time with the tenant’s forwarding address in writing for return of the security and pet damage deposits in a letter dated June 30, 2017 in person

In support of this claim, the tenants have submitted:

- Copy of handwritten receipt of a total \$900.00 deposits paid (\$800.00 security and \$100.00 pet damage deposit) dated July 14, 2013.
- Copy of cheque from landlord which is “invalid”.
- Copy of handwritten note dated June 30, 2017 requesting the return of deposits and the tenants’ forwarding address in writing.
- Copy of handwritten note dated June 30, 2017, re: witness statement confirming service of request for return of deposits to landlord.
- Copy of typed letter dated August 5, 2016 confirming receipt of \$600.00 cheque and the tenants’ request for the return of balance.

Analysis and Conclusion

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenants agreed to withdraw their application.
2. The landlord agreed to pay to the tenants, \$800.00 via cheque made payable to the named tenant, D.P. and mail the cheque to the tenants to receive within 15 days of this hearing date.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

The tenants' application is withdrawn.

The monetary order is to be used if the landlord does not pay \$800.00 to the tenants in accordance with their agreement. The tenants are provided with this order in the above terms and the tenants should serve the landlord with this order so that it may enforce it in the event that the landlord does not pay as set out in their agreement. Should the landlord fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as orders 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: November 15, 2018

Residential Tenancy Branch