



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL, MNSD

Introduction

This hearing dealt with applications from both the landlords and the tenants under the *Residential Tenancy Act* (the *Act*). The landlords applied for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' pet damage and security deposits in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

The tenants applied for a return of double their garage key deposit, their pet damage deposit and their security deposit pursuant to section 38 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. As both parties confirmed that they had received one another's dispute resolution hearing packages, I find that the parties were duly served with these packages in accordance with section 89 of the *Act*.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for damage and losses arising out of this tenancy? Are the landlords entitled to retain all or a portion of the tenants' pet damage and security deposits in partial satisfaction of the monetary award requested? Are the tenants entitled to a monetary award equivalent to double the value of their garage door key deposit, pet damage deposit and security deposit as a result of the landlords' failure

to comply with the provisions of section 38 of the *Act*? Are the landlords entitled to recover the filing fee for this application from the tenants?

Background and Evidence

On September 12, 2017, the parties signed a five-year fixed term tenancy agreement that was to run from October 1, 2017 until September 30, 2022. Monthly rent was set at \$1,950.00, payable in advance on the first of each month, plus water and hydro. The tenants paid a \$50.00 garage key deposit, a \$975.00 security deposit and a \$1,000.00 pet damage deposit when they signed this tenancy agreement.

After the tenants notified the landlords, the tenants vacated the rental unit on June 30, 2018, surrendering their keys to the landlords at that time. Although the landlord's conducted joint move-in and move-out condition inspections of the rental unit on September 29, 2017 and June 30, 2018, and prepared reports of these inspections, the landlords did not provide the tenants with a copy of the joint move-out condition inspection report. I noted at the hearing that the landlords' failure to provide the tenants with a copy of their joint move-out condition inspection report until it was provided to them as part of the landlords' written evidence for the purposes of this hearing, extinguished the landlords' right to apply to retain any portion of the tenants' deposits. Landlord CC (the landlord) testified that the tenants gave the landlords their forwarding address in writing on June 30, 2018, at the joint move-out condition inspection.

The tenants applied for a monetary award of \$4,050.00, as they maintained that the landlords did not return any of their deposits to them within fifteen days of the end of their tenancy and their provision of their forwarding address to the landlords.

On October 16, 2018, the landlords applied for authorization to retain a portion of the tenants' deposits. This application was initiated well after the expiration of the fifteen day time period for filing an application to retain the deposits. The landlords' initial application for a monetary award of \$1,299.00 was revised to \$1,429.00 at the hearing. The landlord sought a monetary award for the following items listed in their written evidence:

Item	Amount
Refinishing of Fireplace	\$409.50
Cleaning	519.75
Missing Sink Stoppers	24.77
Registered Mailing Costs	32.13
Recovery of Filing Fee for their	100.00

Application	
Registered Mailing Costs	32,13
Project Management Costs	245.00
Total of Above Items	\$1,363.28

The landlord entered written evidence that they had attempted to transfer \$727.48 to the tenants on November 22, 2018, but after repeated attempts, the landlords' efforts to transfer these funds to the tenants had been unsuccessful. Tenant GK confirmed that the landlord had sent etransfers of funds in the amount of \$725.98 to the tenants on November 22 and 28, and on December 4, 2018. As the tenants were uncertain of the effect that their acceptance of these payments would make on the current hearing of their application for considerably more than the amounts forwarded by the landlord, they declined to accept these payments.

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 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 resolution of their dispute:

1. The landlords agreed to pay the tenants \$2,823.48 in a series of installments by March 31, 2018.
2. Both parties agreed that this settlement agreement constituted a final and binding resolution of their applications and all issues currently in dispute arising out of this tenancy and that they did so of their own free will and without any element of force or coercion.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$2,823.48. I deliver this Order to the tenants in support of the above agreement for use in the event that the landlords do not abide by the terms of the above settlement.

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: December 06, 2018

Residential Tenancy Branch