



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNRT, MNSD

Introduction

This teleconference hearing was scheduled in response to an application by the Tenants under the *Residential Tenancy Act* (the “Act”) for monetary compensation, for compensation for money spent towards emergency repairs, and for the return of the security deposit.

Both Tenants were present for the teleconference hearing, while no one called in for the Landlord during the 20 minutes that the phone line was monitored. The Tenants were affirmed to be truthful in their testimony and stated that the Landlord’s agent was served in person with the Notice of Dispute Resolution Proceeding package and a copy of their evidence. As the Landlord submitted documentary evidence prior to the hearing, I find it likely that the Tenants served the Landlord’s agent in person as stated.

The Tenants stated that they did not receive a copy of the Landlord’s evidence. However, the evidence of the Landlord was reviewed and as it was one letter addressed to the Tenants, they confirmed that they had seen this letter and that one of the Tenants had signed it. Therefore, I accept the evidence of both parties.

Issues to be Decided

Are the Tenants entitled to monetary compensation?

Are the Tenant entitled to compensation for money spent towards emergency repairs?

Are the Tenants entitled to the return of their security deposit?

Background and Evidence

The Tenants provided undisputed testimony that the tenancy began around April 2018 and that it ended at the end of July 2018. The Tenants applied for the return of their security deposit in the amount of \$650.00 as well as reimbursement for \$150.00 spent on emergency repairs and for \$1,800.00 spent on other expenses incurred during the tenancy.

The letter submitted into evidence by the Landlord was dated August 9, 2018 and states in part the following:

With this agreement, the Landlord agrees to:

- 1. Reduce the tenant's utility portion to 50%*
- 2. Not to pursue damages related to the installation of the satellite dish
(Additional Term 11 subsection g)*
- 3. Not to pursue water bills*
- 4. Honor verbal agreements outlined above during the tenancy*

With this agreement, the Tenant agrees to:

- 1. Accept a total security deposit refund of \$200.00*
- 2. Not pursue the Landlord for claims related to this Tenancy Agreement*
(Reproduced as written)

The letter notes the charges from the security deposit as well as credits applied to the Tenants as reimbursement for some costs incurred. The letter was signed by Tenant M.M. and the agent for the Landlord, N.S. The Tenants confirmed during the hearing that Tenant M.M. signed the agreement and they also confirmed that the Landlord returned \$200.00 of their security deposit, as stated in the letter.

The Tenants stated that they felt they were taken advantage of and that they believe they are entitled to the return of the full security deposit as well as additional compensation as claimed.

Analysis

Section 38(4)(a) of the *Act* states that a landlord may retain an amount from the security deposit that a tenant has agreed to in writing. I accept the letter submitted into evidence by the Landlord as proof that the Tenants agreed that the Landlord could retain an amount from the security deposit and that \$200.00 would be returned. The Tenants

agreed that this letter was signed on August 9, 2018 and that \$200.00 of their security deposit was returned.

Due to the August 9, 2018 letter, I find evidence of an agreement between the parties that the Tenants would not pursue further claims against the Landlord. The letter also addresses some of the specific claims of the Tenants, such as the cost of disposing of items at the dump and notes that the Landlord credited the Tenants for these charges.

Therefore, I decline to award any additional compensation as I find that would be outside of the agreement reached between the parties through an agreement on August 9, 2018.

The Tenants' Application for Dispute Resolution is dismissed, without leave to reapply.

Conclusion

The Tenants' Application for Dispute Resolution is dismissed, without leave to reapply.

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: March 19, 2019

Residential Tenancy Branch