



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFT, MNSD, FFL, MNDCL

The Application for Dispute Resolution filed by the Tenants makes the following claims:

- a. A monetary order in the sum of \$1499.71
- b. An order that the tenants recover the cost of the filing fee

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2400 for the failure to give sufficient notice
- b. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was filed by each party was sufficiently served on the other party by mailing, by registered mail to where the other party resides. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenants are to a monetary order and if so how much?
- b. Whether the tenants are entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlords are entitled to recover the cost of the filing fee?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on June 1, 2017. The rent was \$2300 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$1150 at the start of the tenancy.

On November 1, 2018 the tenants gave the landlords written notice that they would be vacating the rental unit on December 1, 2018. The tenants vacated on that day.

The landlord withheld \$249.71 and returned to the tenants a cheque in the sum of \$900.71 being the balance of the security deposit. The tenants have not cashed that cheque as yet.

The tenants claim \$1499.71 on the basis the landlord failed to return the full security deposit within the time requirements of the Act. The landlords claim \$2400 for the tenants failure to give a full months notice.

Settlement:

At the hearing the parties reached a settlement in which the landlords would return to the tenants half of the amount of the security deposit that they withheld which amounts to \$125. The tenants have not cashed the cheque which was previously given to them. In order to facilitate the settlement the party agreed that the tenants would destroy the cheque in the sum of \$900.29. The parties asked that I record the settlement pursuant to section 63(2) as follows:

- a. The tenants shall destroy the cheque which they hold in the sum of \$900.29.
- b. The landlords shall pay to the Tenants the sum of \$125 (settlement amount) plus the sum of \$900.29 (the replacement amount for the cheque the tenants will destroyed) for a total of \$1025.29 upon the tenants providing the landlord with a photo showing the previous cheque was destroyed.
- c. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy. .

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered that the Landlords shall pay to the Tenants the sum of \$1025.29.

It is further Ordered that this sum be paid forthwith. The parties are given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the landlords fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

This decision is final and binding on the parties.

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: April 08, 2019

Residential Tenancy Branch