



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FFT

Introduction

The Application for Dispute Resolution filed by the Tenant seeks the following:

- a. A monetary order in the sum of \$1200 for the return of the security deposit.
- b. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of both 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/Notice of Hearing was served on the landlords by mailing, by registered mail to where the landlords reside on December 19, 2019. With respect to each of the applicant's claims I find as follows:

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to the return of double the security deposit/pet deposit?
- b. Whether the tenant is 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 October 15, 2017, continue for 6 months and become month to month after that. The rent was as \$2400 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of \$1200 and a pet damage deposit of \$1200 at the start of the tenancy.

The landlords served a 2 month Notice to End Tenancy on the Tenants. The tenant gave the landlord 10 days notice as they are entitled to do under the Act and the tenancy ended on November 18, 2018. The landlords returned the pet damage deposit. The landlords retained the security deposit of \$1200.

The landlords testified they have significant claims against the tenants but they have not yet filed an Application for Dispute Resolution.

The tenant(s) provided the landlord with his/her their forwarding address in writing on November 26, 2018.

Law

The Residential Tenancy Act provides that a landlord must return the security deposit plus interest to the tenants within 15 days of the later of the date the tenancy ends or the date the landlord receives the tenants forwarding address in writing unless the parties have agreed in writing that the landlord can retain the security deposit, the landlord already has a monetary order against the tenants or the landlord files an Application for Dispute Resolution within that 15 day period. It further provides that if the landlord fails to do this the tenant is entitled to an order for double the security deposit.

Settlement:

The parties reached a full and final settlement and they asked that I record the settlement pursuant to section 63(2) of the Act as follows:

1. The landlords shall pay to the Tenants the sum of \$900.
2. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered the landlord(s) to pay to the tenant the sum of \$900.

It is further Ordered that this sum be paid forthwith. The applicant is 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 respondent 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 both 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 09, 2019

Residential Tenancy Branch