



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on November 19, 2020, in which the Landlord requested monetary compensation from the Tenant for unpaid rent, authority to retain the Tenant's security deposit towards any amounts awarded, and to recover the filing fee.

The hearing was conducted by teleconference at 1:30 p.m. on March 15, 2021. Both Landlords called into the hearing as did the Tenant's spouse, S.B., who appeared as her agent. The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Settlement and Conclusion

Although the Landlord, J.S., provided testimony in respect of the Landlord's claim, when it was time for the Tenant's agent to respond, he confirmed the Tenant was agreeable to the Landlords retaining the \$1,500.00 security deposit towards the loss of rent for the October 15, 2020 to October 31, 2020 time period. He stated that he misunderstood the Landlords' request and thought the Landlords sought to retain the security deposit *and* obtain a further \$1,500.00 from the Tenant.

Pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure* I record the Tenant's agreement to the Landlords' request for monetary compensation in the amount of \$1,500.00 and the Landlords' request that the security deposit of \$1,500.00 be retained towards this award. As this portion of the Landlords' claim was resolved by agreement, I make no findings of fact or law with respect to these claims.

The Landlords also sought recovery of the \$100.00 filing fee. Although the Tenant's agent agreed to the Landlords' request for monetary compensation at the hearing, this consent was not provided at any time prior. Section 38 of the *Residential Tenancy Act* requires a landlord to make an application to retain a tenant's security deposit within 15 days of the end of the tenancy or receipt of the Tenant's forwarding address, failing which the Landlord may be required to pay double the deposit; as the Tenant had not yet consented to the Landlords' requests, the Landlords had no option but to make their application. I therefore find, pursuant to section 72 of the *Act*, that they are entitled to recover the filing fee of **\$100.00**.

In furtherance of this, I grant the Landlords a Monetary Order in the amount of \$100.00. The Monetary Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order 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: March 15, 2021

Residential Tenancy Branch