



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## Decision

Dispute Codes: MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with cross applications. The tenants applied for return of double their security deposit. The landlord applied for compensation for unpaid rent and utilities, to retain the tenants' security deposit and recovery of the filing fee. Both parties appeared at the hearing and were provided an opportunity to be heard and respond to the other parties' submissions.

The landlord's application was amended to reflect the spelling of the male tenant's name with the consent of the male tenant. This decision reflects the correctly spelled name of the male tenant.

### Issues:

1. Have the tenants established an entitlement to return of double their security deposit?
2. Has the landlord established an entitlement to unpaid rent and utilities?
3. Mutually agreeable terms to resolve this dispute.
4. Award of the filing fee.

### Background

Upon hearing undisputed testimony of the parties, I make the following findings. The tenancy commenced July 15, 2008 and ended on January 15, 2009 when the tenants vacated the rental unit. The tenants were required to pay rent of \$1,350.00 on the 1<sup>st</sup>

day of every month. The tenants had paid a \$675.00 security deposit on July 8, 2008. After a basement suite in the house was shut down, the terms of the tenancy agreement were amended so that the tenants would reimburse the landlord for natural gas consumption. The tenants gave verbal notice that they would be vacating the rental unit on January 15, 2009. The tenants paid one-half of a month's rent for January 2009. The tenants left a post dated cheque of \$357.95 for natural gas and their forwarding address, in writing, on the counter in the rental unit upon vacating. The landlord entered the rental unit January 17, 2009 and found the post dated cheque and the forwarding address.

The tenants testified they were expecting a full refund of their security deposit and interest; however, they received only \$209.09. The landlord testified that she had calculated that the tenants owed \$470.81 for utilities and deducted it from the security deposit. The landlord mailed the tenants a refund of \$209.09 and returned their post dated cheque by mail sent on January 30, 2009. The tenants claim that they have not yet cashed the money order for the partial refund of \$209.09.

The landlord acknowledged that she has since learned that she was required to either obtain the tenant's written consent for the deductions from the security deposit or make an application to make the deductions by filing an Application for Dispute Resolution within 15 days of receiving the forwarding address in writing.

The tenants acknowledged that they had not given written notice to end the tenancy and were of the belief that they were only required to pay half of the rent for January 2009.

After hearing the testimony of each party, a mutual agreement was reached between the parties. The tenants will cash the money order received from the landlord and the tenants withdraw their claims against the landlord. The landlord withdraws her claim

for loss of rent and utilities and will not make any future claim for damages against the tenants.

#### Findings and Analysis

Based upon the evidence before me, I am satisfied that both parties had violated the requirements of the Act and that both parties had presented merits for a monetary claim against the other party. The dispute has been resolved with no monies owed to either party and I do not provide a Monetary Order to either party. I accept the settlement reached between the parties at the hearing as being fair and just.

The dispute between the parties has been heard and resolved. The parties are precluded from making any future claims against the other party with respect to this tenancy.

I make no award for the recovery of the filing fee. Each party must bear the cost of making their own application.

#### Conclusion

The parties mutually agreed to resolve their dispute and no Monetary Order was required or provided.

March 27, 2009

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Date of Decision

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Dispute Resolution Officer