



# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** MNDC, MNSD

## **Introduction**

This hearing dealt with an application from the tenants for a monetary order for compensation for costs associated with cleaning the unit and moving out of the unit, loss of quiet enjoyment and reimbursement of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

## **Issue to be Decided**

- Whether the tenants are entitled to a monetary order under the *Act*

## **Background and Evidence**

In the absence of a written agreement, the tenancy began on July 1 and ended on or around November 30, 2008. Rent in the amount of \$1,100.00 was payable in advance on the first day of each month; in addition, the tenants were responsible for a one third cost share of utilities. A security deposit of \$550.00 was paid at the start of tenancy. There was neither a move-in nor move-out inspection report completed.

The tenants assert that as a result of unsatisfactory conditions, they vacated the unit after providing the landlord with one month's verbal and written notice. There was conflicting testimony around whether the tenants provided the landlord with written notification of their forwarding address. While the tenants sought return of their security deposit in addition to, among other things, compensation for cleaning, moving and loss of quiet enjoyment, the landlord claimed the tenants still owed a portion of the cost of electric and gas utilities.

## **Analysis**

Pursuant to section 63 of the *Act*, during the hearing the parties engaged in a conversation which led to their achievement of a resolution of their dispute. Specifically, it was agreed as follows that:

The landlord will mail cheque payment FORTHWITH to the male tenant in the full amount of \$450.00 as full and final settlement of all aspects of this dispute for both parties.

## **Conclusion**

Pursuant to the above agreement, I hereby grant the tenants a monetary order under section 67 of the *Act* for **\$450.00**. Should the landlord fail to comply with the above agreement, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: January 19, 2009

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Dispute Resolution Officer