



# Dispute Resolution Services

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

## **Decision**

**Dispute Codes:** MNSD, MNDC, FF

## **Introduction**

This hearing dealt with two applications: 1) from the tenants for double the return of the security deposit and recovery of the filing fee, and 2) from the landlord for an order to retain the security deposit in partial satisfaction of the claim, a monetary order as compensation for loss of rental income / costs associated with preparation of the unit for new tenants following the end of this tenancy, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

## **Issue to be Decided**

- Whether either or both parties are entitled to a monetary order under the *Act*

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the fixed term of tenancy was from March 1 to August 31, 2008. Rent in the amount of \$775.00 was payable in advance on the first day of each month, and a security deposit of \$387.50 was paid.

By letter to the landlord dated May 26, 2008, the tenants provided notice of intent to end the tenancy effective June 30, 2008. In their letter the tenants also provided the landlord with a forwarding address. A move-out inspection and report were completed on June 30, 2008, with both parties represented in the process. Within 15 days following the end of tenancy, the landlord neither reimbursed the tenants' security deposit nor applied for dispute resolution in order to seek an order to retain the security deposit and recover tenancy-related costs.

During the hearing the parties respectfully afforded each other an opportunity to set out their perspectives on matters related to, but not limited to, conversations, documents and the nature of agreements reached at the outset and end of tenancy.

### **Analysis**

Pursuant to section 63 of the *Act*, during the hearing the parties engaged in a conversation and sought compromise, which ultimately 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 tenants in the full amount of \$387.50 as full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I hereby order the landlord to FORTHWITH pay the tenants **\$387.50**.

DATE: January 15, 2009

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Dispute Resolution Officer