



Dispute Resolution Services

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

Decision

Dispute Codes: MND, MNSD, MNDC, FF

Introduction

This hearing dealt with two applications: 1) from the landlords for a monetary order as compensation for clean up & repairs required in the unit, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee; and 2) from the tenants for double return of the security deposit and compensation for the loss of quiet enjoyment. 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

There is no written residential tenancy agreement in this month-to-month tenancy which began on or around June 1, 2008. Rent in the amount of \$535.00 was payable in advance on the first day of each month, and a security deposit of \$267.00 was collected at the start of tenancy. It is unclear whether a move-in condition inspection or a move-out condition inspection were undertaken. However, the parties seem to agree that there was no written report completed at either the beginning or end of the tenancy.

Sometime in July 2008, the landlords gave the tenants two months verbal notice to end tenancy effective September 30, 2008 for landlord's use of property. Subsequently, the tenants vacated the unit within the first few days of October 2008. Following discussions between the parties, the landlords provided the tenants with the equivalent of one month's rent for September 2008. It is unclear whether the tenants verbally

informed the landlords of their forwarding address at the end of tenancy, however, the parties seem to agree that a forwarding address was not provided in writing.

Approximately four months after the end of tenancy, the tenants applied for dispute resolution in order to obtain double the return of their security deposit and compensation for loss of quiet enjoyment. Several days later, the landlords submitted their own application for dispute resolution seeking compensation for costs allegedly incurred for clean up and repairs required in the unit. The landlords submitted no receipts.

During the hearing the parties engaged in conversation with a view to resolving the dispute.

Analysis

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, the parties agreed as follows:

- that the landlords will retain the full security deposit plus interest as full and final settlement of all aspects of their application for dispute resolution;
- that the tenants will withdraw their application for return of any portion of the security deposit plus interest as full and final settlement of all aspects of their application for dispute resolution;
- that the above agreement comprises full and final settlement of all aspects of the dispute for both parties.

For future reference the parties are referred to the statutory provisions, fact sheets and forms relevant to the landlord – tenant relationship which are accessible on the website:

www.rto.gov.bc.ca/

Conclusion

Pursuant to the agreement, as above, I order that the landlords retain the full security deposit plus interest as full and final settlement of all aspects of the dispute for both

parties. As further agreed, all other aspects of the respective applications are hereby dismissed.

DATE: April 1, 2009

Dispute Resolution Officer