



# **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 the tenant's application for a monetary order as compensation for damage or loss under the Act, and return of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

## **Issues to be Decided**

- Whether the tenant is entitled to a monetary order under the Act and / or return of the security deposit

## **Background and Evidence**

There is no formal written residential tenancy agreement in place for this month-to-month tenancy which began on or about June 10, 2008. Rent in the amount of \$300.00 was payable in advance on the first day of each month, and a security deposit of \$150.00 was collected at the start of tenancy. Following provision of written notice to the landlord of her intent to vacate the unit, the tenant left on or about December 13, 2008. Rent was paid to the end of December 2008.

Discussion between the parties during the hearing included, but was not limited to, matters related to what responsibility the tenant had for contributing to the cost of utilities, in what condition the unit was left following the departure of the tenant, whether the tenant's forwarding address was provided in writing and / or received by the landlord and so on.

## **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 landlord will repay the tenant's security deposit in the full amount of \$150.00;
- that the landlord's repayment of the security deposit will be made by way of three (3) installments, each in the amount of \$50.00 and mailed in cheque form, respectively, by no later than midnight on the following three (3) dates:
  - July 30, 2009
  - August 31, 2009
  - September 30, 2009
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

## **Conclusion**

Pursuant to the agreement reached between the parties, as above, I hereby grant the tenant a monetary order under section 67 of the Act for **\$150.00**. Should the landlord fail to comply with the terms of the agreement, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: May 27, 2009

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Dispute Resolution Officer