



Dispute Resolution Services

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

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with an application from the tenant for return of the security deposit and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issue to be decided

- Whether the tenant is entitled to a monetary order under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the original term of tenancy was from February 15, 2008 to February 1, 2009. Thereafter, tenancy was to continue on a month-to-month basis. At the outset of tenancy monthly rent was \$2,300.00 and was payable on the first day of the month. A security deposit of \$1,150.00 was collected on January 7, 2008.

Following provision of notice to the landlord, the tenants vacated the unit on February 28, 2009. The tenants claim that during a walk through of the unit with the landlord and his agent on March 1, 2009, they informed the landlord in writing of their forwarding address. At that same time their understanding was that the landlord had no concerns about the condition of the unit. Subsequently, however, their security deposit has not been returned.

The landlord's agent described some of the landlord's concerns about the condition of the unit following the end of tenancy. These concerns included, but were not necessarily limited to, two cracked windows which needed to be replaced, a tear in the

carpet, damage to the vanity covering in the upstairs bathroom, damaged drywall which needed repair, smells in the carpet which had been soiled by pet urine, and so on. Further, the landlord later determined that the tenants had not fully paid all utilities.

During the hearing the parties exchanged views on the circumstances giving rise to the dispute and undertook to find some resolution.

Analysis

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

- that the landlord will make cheque payment to the tenant in the full amount of the security deposit (\$1,150.00) plus interest (\$16.97), totaling: \$1,166.97;
- that the cheque will be mailed to the tenant at the tenant's current address as shown on his application for dispute resolution;
- that the landlord will put the above cheque into the mail by no later than midnight, Thursday, July 2, 2009;
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

For reference, the attention of the parties is specifically drawn to the following provisions of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 38: **Return of security deposit and pet damage deposit**

Section 39: **Landlord may retain deposits if forwarding address not provided**

The full text of the legislation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more, can be accessed via the website: www.rto.gov.bc.ca/

Conclusion

Pursuant to section 67 of the Act, and following from the above agreement, I hereby issue a monetary order in favour of the tenant in the amount of **\$1,166.97**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 26, 2009

Dispute Resolution Officer