



# **Dispute Resolution Services**

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

## **Decision**

**Dispute Codes:** MND, MNSD, FF

## **Introduction**

This hearing dealt with two applications: 1) from the tenant for return of a portion of the combined security / pet damage deposit; 2) from the landlords for a monetary order as compensation for damage to property, retention of the security / pet damage deposit in partial satisfaction of the claim, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

## **Issues to be decided**

- Whether either or both parties are entitled to any or all of the above

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on May 1, 2008 and ended on April 1, 2009. Rent in the amount of \$550.00 was due on the first day of the month. A security deposit of \$275.00 and a pet damage deposit of \$100.00 were collected on April 30, 2008.

While the parties agree that a move-out condition inspection was undertaken by them at the end of tenancy, in evidence, there was neither a move-in condition inspection report nor a move-out condition inspection report bearing the tenant's signature. At the time of the move-out condition inspection, the parties verbally agreed that the landlords would withhold \$135.00 from the combined security / pet damage deposit of \$375.00, returning a balance to the tenant in the amount of \$240.00. However, the landlords subsequently found there were additional damages which they considered were a direct result of the

tenancy and, accordingly, through their application they sought to recover costs in excess of the amount earlier agreed to.

During the hearing the parties exchanged views on the circumstances surrounding 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 landlords will withhold \$144.00 from the tenant's combined security / pet damage deposit;
- that the landlords will mail cheque payment to the tenant for the balance in the full amount of \$231.00;
- that the landlords will mail the above cheque FORTHWITH to the tenant at her current mailing address as shown on the move-out condition inspection report;
- that the landlords withdraw their application to recover the \$50.00 filing fee;
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I hereby order the landlords to retain **\$144.00** from the tenant's combined security / pet damage deposit, and repay FORTHWITH to the tenant the balance owed of **\$231.00**.

DATE: July 7, 2009

---

Dispute Resolution Officer