

Decision

Dispute Codes: MND, MNSD

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage to the unit, in addition to retention of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to either or both of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the fixed term of tenancy was from December 1, 2008 to October 31, 2009. Rent in the amount of \$1,375.00 was payable in advance on the first day of each month. A security deposit of \$687.00 was collected on November 16, 2008. A cursory move-in condition inspection and report were completed by the parties on December 1, 2008. While a more detailed move-out condition inspection and report were completed on October 30, 2009, as the tenants disagreed that certain damages identified by the landlord were the result of their tenancy, they declined to affix their signatures to the report.

During the hearing the parties respectfully exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the landlord will withhold \$500.00 from the tenants' security deposit;

- that the landlord will repay the balance of the security deposit to the tenants in the amount of \$187.00 (\$687.00 - \$500.00);
- that the landlord will repay the above amount by way of cheque;
- that the above cheque will be put into the mail by no later than midnight, Friday, February 26, 2010;
- that the above particulars comprise full and final settlement of all matters of dispute arising from this tenancy for both parties.

Conclusion

Pursuant to all of the above, I hereby order that the landlord may withhold **\$500.00** from the tenants' security deposit.

I further order the landlord to repay **\$187.00** of the security deposit to the tenants according to the terms set out above.

DATE: February 22, 2010

Dispute Resolution Officer