

## **Decision**

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

### **Introduction**

This hearing dealt with two applications: i) by the landlords for a monetary order as compensation for unpaid rent, compensation for damage to the unit, and recovery of the filing fee; ii) by the tenant for the double return of the security deposit, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether either party is entitled to any of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on June 1, 2009. Rent in the amount of \$700.00 was payable in advance on the first day of each month. A security deposit of \$350.00 was collected on May 7, 2009. A move-in condition inspection and report were completed by the parties near the outset of tenancy.

By letter dated November 30, 2009, the tenant gave notice to the landlords of her intent to vacate the unit effective December 1, 2009. Thereafter, a move-out condition inspection and report were completed by the parties on December 1, 2009.

During the hearing the parties respectfully exchanged views on some of the circumstances surrounding the dispute, and persevered in attempting to achieve a resolution. Principal matters discussed included, but were not limited to, the nature of conversations and understandings reached between them in regard to when tenancy would end, and the condition of the unit at the end of tenancy.

### **Analysis**

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca/](http://www.rto.gov.bc.ca/)

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 landlords will retain the tenant's full security deposit of \$350.00;
- that the tenant will mail cheque payment to the landlords in the full amount of \$60.00;
- that the above cheque will be made payable to landlord "DP," and will be put into the mail by no later than midnight, Friday, April 30, 2010;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

As the parties have both succeeded in their applications by way of negotiating a settlement of the dispute between them, I hereby dismiss their respective applications to recover the filing fee.

### **Conclusion**

Pursuant to the above agreement, I hereby order the landlords to retain the tenant's security deposit of \$350.00, and I hereby order the tenant to FORTHWITH mail cheque payment to the landlords in the amount of \$60.00.

DATE: April 30, 2010

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Dispute Resolution Officer