

Decision

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing dealt with two applications: i) by the landlords for a monetary order as compensation for damage to the unit, compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee; ii) by the tenants 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, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on October 5, 2008. Rent in the amount of \$950.00 was payable in advance on the first day of each month. A security deposit of either \$450.00 or \$475.00 was collected at the outset of tenancy. There was no move-in condition inspection or report completed by the parties at the beginning of tenancy.

On or about October 6, 2009, by way of voice mail message the tenants gave notice to the landlords of their intent to end the tenancy effective October 31, 2009. There was no move-out condition inspection or report completed at the end of tenancy.

During the hearing the parties 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 landlords will retain the tenants' full security deposit (irrespective of whether it was \$450.00 or \$475.00);
- that the tenants will deliver to the landlord's workplace the following two items which are still in the tenants' possession: one electric heater and one power converter for the washer;
- that the above two items will be delivered no later than midnight, Friday, April 30, 2010;
- that both parties withdraw their respective applications to recover the filing fee;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Pursuant to all of the above, I hereby order that the landlords may retain the tenants' full security deposit.

Further, I hereby order the parties to comply with the terms of the agreement reached between them during the hearing.

DATE: April 26, 2010

Dispute Resolution Officer