

## **Decision**

**Dispute Codes:** MNDC, MNSD, FF

### **Introduction**

This hearing dealt with an application by the tenants for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement, 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 the tenants are entitled to any or all of the above under the Act, regulation or tenancy agreement

### **Background and Evidence**

Pursuant to a written tenancy agreement, the fixed term of tenancy was from November 1, 2008 to October 31, 2009. Rent in the amount of \$3,200.00 was payable in advance on the first day of each month. A security deposit of \$1,600.00 and a pet damage deposit of \$1,600.00 were collected on October 10, 2008. A move-in condition inspection and report were completed on October 24, 2008.

Ultimately, as events unfolded the tenants effectively vacated the unit at the end of September and rent for the month of October 2009 was waived. A move-out condition inspection report was not completed.

During the hearing the parties very respectfully exchanged views on some of the circumstances surrounding the dispute. Matters discussed included, but were not limited to, the condition of the unit at the end of tenancy, communications that took place around scheduling a move-out condition inspection, as well as communications between the parties in regard to amounts to be withheld by the landlord(s) from the tenants' combined security / pet damage deposit.

### **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(s) will FORTHWITH mail cheque payment to the tenant(s) in the full amount of \$685.82;
- that issuance of the above cheque comprises full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

### **Conclusion**

Pursuant to the agreement reached between the parties, as above, I hereby order the landlord(s) to mail cheque payment to the tenant(s) in the full amount of \$685.82.

DATE: April 27, 2010

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Dispute Resolution Officer