

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with the tenant's application for return of the security deposit, pet deposit and pro-rated rent. Both parties appeared at the hearing and were provided the opportunity to be heard and to respond to submissions of the other party. Both parties confirmed service of documents upon them.

Issues(s) to be Decided

1. Is the tenant entitled the amount claimed against the landlords?
2. Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

The parties provided undisputed evidence as follows. The tenant paid a security deposit and pet deposit totalling \$1,700.00 on October 25, 2008. The parties participated in a move-in condition inspection and the landlord prepared and provided a move-in inspection report to the tenant. The tenancy commenced November 1, 2008 and the tenant was required to pay rent of \$1,700.00 on the 1st day of every month. The tenant vacated the rental unit June 23, 2009. The parties had agreed that the landlord would compensate the tenant rent for seven days the tenant did not reside in the rental unit in June 2010. The parties did not participate in a move-out inspection together. The tenant provided a forwarding address in writing to the landlord in October 2009.

In making this application, the tenant sought compensation of \$2,073.33 comprised of \$1,700.00 for return of the deposits and \$373.33 for pro-rated rent for June 2009.

The parties were in dispute as to whether the landlord had offered the tenant the opportunity to participate in a move-out inspection and whether the tenant agreed to participate in a move-out inspection.

The landlords were of the position the tenant caused damage to the rental unit and owed the landlord for cleaning and additional occupant charges in excess of the deposits and credit for pro-rated rent. However, the landlords had not made an Application for Dispute Resolution.

After much disputed testimony concerning the opportunity to participate in a move-out inspection and discussion related to claims for damages and additional occupants, the parties were able to reach a mutual agreement that I record as follows:

The landlords will pay the tenant \$1,250.00 forthwith in settlement of this dispute and any other damages or loss incurred by the parties with respect to this tenancy.

Analysis

I accept the mutual agreement reached between the parties during the hearing and make it an Order to be binding upon both parties. I make no finding as to whether the landlords or tenant extinguished their right to the security deposit. This dispute is considered resolved and the parties are now precluded from making any future claims against the other party with respect to this tenancy.

The landlords are ordered to pay the tenant \$1,250.00 forthwith. The tenant is provided a Monetary Order in the amount of \$1,250.00 to ensure payment. To enforce the

Monetary Order it must first be served upon the landlords and then may be filed in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The parties reached a settlement agreement. The landlords are ordered to pay the tenant \$1,250.00 in satisfaction of the settlement agreement. The tenant is provided a Monetary Order to ensure payment.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: June 17, 2010.

Dispute Resolution Officer