

Decision

Dispute Codes: MND, MNDC, MNSD, SS, FF

Introduction

This hearing dealt with an application 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, authority to serve documents or evidence in a different way than required by the Act, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlords 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 June 1, 2009 to May 31, 2010. Rent in the amount of \$860.00 was payable in advance on the first day of each month. A security deposit of \$860.00 was collected at the outset of tenancy. A move-in condition inspection and report were completed on May 27, 2009.

While the parties undertook a superficial walk-through of the unit at the end of tenancy, for a variety of reasons neither a thorough move-out condition inspection, nor a report were completed. The landlord returned \$620.00 of the original security deposit to the tenants and the landlord presently retains the balance of \$200.00.

Arising from a more thorough inspection of the unit following the end of tenancy, without the participation of the tenants, the landlords determined there was a need for miscellaneous cleaning and repairs.

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

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/

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 balance of the tenants' security deposit in the amount of \$200.00;
- that, further to the above, the tenants will pay the landlords \$800.00, and that a monetary order will be issued in favour of the landlords to that effect;
- that the above payment will be made by way of 4 installments, each in the amount of \$200.00;
- that each of the above 4 installments will be made in cash, and the landlords will issue a receipt for each payment;
- that the 4 installments will be made, respectively, as follows:
 - i) by not later than midnight, Monday, January 31, 2011;
 - ii) by not later than midnight, Monday, February 28, 2011;
 - iii) by not later than midnight, Thursday, March 31, 2011;
 - iv) by not later than midnight, Saturday, April 30, 2011;

- 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 section 67 of the Act, I hereby issue a **monetary order** in favour of the landlords in the amount of **\$800.00**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: October 28, 2010

Dispute Resolution Officer