

Decision

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing dealt with 2 applications: i) by the tenant for the double return of the security/ pet damage deposit(s) / and recovery of the filing fee; ii) by the landlord for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, regulation or tenancy agreement / retention of the security / pet damage deposit(s) / 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, the original year-long term of tenancy began on May 1, 2006. Following expiration of the term, tenancy continued on a month-to-month basis. Monthly rent of \$1,200.00 remained constant during the entire term of tenancy. The parties agree that a security deposit of \$600.00 and a pet damage deposit of \$350.00 were collected near the outset of tenancy. While it is uncertain whether a move-in condition inspection was actually undertaken, a copy of the move-in condition inspection report was submitted in evidence.

By way of e-mail dated June 28, 2010, the tenant gave notice of her intent to end the tenancy effective August 1, 2010, however, the tenant had almost entirely vacated the unit by July 31, 2010. It does not appear that either a move-out condition inspection or report were completed by the parties.

The tenant informed the landlord of her forwarding address in the same e-mail of June 28, 2010, wherein she had provided notice to end the tenancy. In a subsequent e-mail, the tenant informed the landlord of her updated forwarding address. Thereafter, by way of cheque dated August 31, 2010, the landlord reimbursed the tenant for a portion of her combined security / pet damage deposit(s) plus interest in the total amount of \$601.80.

A dispute evolved out of the exchange of communication between the parties after the tenancy ended; matters in dispute included, but were not necessarily limited to, the comparative condition of the unit at the beginning and end of tenancy, the delay and reasons for delay in the landlord's reimbursement of a portion of the security / pet damage deposit and so on.

During the hearing the parties very respectfully exchanged views on circumstances surrounding the dispute and undertook constructively 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 landlord's reimbursement to the tenant by way of cheque dated August 31, 2010 in the amount of \$601.80, serves to resolve all matters in dispute which arise out of this tenancy for both parties.**

Conclusion

Pursuant to all of the above, as the parties agree that they have resolved the dispute in its entirety, all aspects of their respective applications are hereby dismissed.

DATE: January 14, 2011

Dispute Resolution Officer