

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with 2 applications: i) by the landlord for a monetary order as compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee; ii) by the tenant for the double return of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether either party is entitled to any of the above the Act

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on May 1, 2010. The tenant's share of subsidized rent, including parking, was approximately \$530.00 per month. A security deposit of \$450.00 was collected at the start of tenancy. A move-in condition inspection and report were completed on May 1, 2010.

By letter dated July 30, 2010, the tenant gave notice of her intent to end the tenancy effective August 31, 2010. In her letter the tenant also informed the landlord of her forwarding address. A move-out condition inspection and report were completed on September 1, 2010. However, following the signing of the report, for reasons explained during the hearing the landlord made some additional notations on the report.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute which included, but were not limited to, the comparative condition of carpet in one of the bedrooms at the start and at the end of tenancy, and the nature of conversations and understandings reached by the parties as a result of their contacts after the end of tenancy.

Analysis

The attention of the parties is drawn to the following specific sections of the Act:

Section 23: Condition inspection: start of tenancy or new pet

Section 24: Consequences for tenant and landlord if report requirements not met

Section 35: Condition inspection: end of tenancy

Section 36: Consequences for tenant and landlord if report requirements not met

Section 38: Return of security deposit and pet damage deposit

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 will pay the tenant \$360.00, and that a monetary order will be issued in favour of the tenant to this effect;
- that the above payment will be made by cheque;
- that the above cheque will be put into the mail by not later than midnight, Friday, February 11, 2011;
- that the landlord withdraws the aspect of the application concerning recovery of 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 section 67 of the Act, I hereby issue a monetary order in favour of the tenant in the amount of \$360.00. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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*.

DATE: January 31, 2011

Residential Tenancy Branch