

DECISION

Dispute Codes MNSD, FF

Introduction

This conference call hearing was reconvened following February 15th, 2011 adjournment on the landlord's request for legal representation that was not available on the date of the original hearing.

Both parties attended the hearing and provided affirmed testimony: they were given a full opportunity to be heard, to present evidence and to make submissions. The landlords did not have legal representation

Background and Evidence

There was no dispute regarding the following points :

The rental unit consists of a two bedroom house. Pursuant to a written agreement, the fixed term tenancy was based on a renewable one year lease starting on October 1st, 2008, at a rate of \$1200.00 payable on the first of each month. The tenants paid a security deposit in the amount of \$600.00. The tenants ended the tenancy on June 30th, 2010 and provided written notice with their forwarding address to the landlords. A condition inspection report was completed at the start, but not at the end of the tenancy. A new tenant was found and there was no interruption of rent payments to the landlords

Central to this dispute was the landlords' monetary claim for a toilet leak on the main floor. Landlord K.C. testified that the leak had been located in the sub-floor, causing water to pour through the ceiling and onto the basement. Tenant R.S. testified that they never noticed a leak throughout the tenancy. The tenants' monetary claim was for the return of double the amount of the \$600.00 security deposit with interest.

After their submissions, the parties agreed to achieve an informal resolution to this dispute.

Analysis

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to the following:

- That the landlords will return the original amount of the security deposit with interest in the sum of \$622.26.
- That the landlords will pay the tenants' filing fee for their application.
- That the amount owed will be paid within two months.

Conclusion

Pursuant to Section 67 of the Act, I grant the tenants a monetary order for the sum of \$622.26. If necessary, This Order may be registered 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*.

Dated: March 03, 2011.

Residential Tenancy Branch