

## **Decision**

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

### **Introduction**

This hearing dealt with 2 applications: i) by the landlords 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 tenants for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / the double return of the security deposit / 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 fixed term of tenancy was from June 1 to November 30, 2010. Monthly rent was \$1,295.00. A pet damage deposit of \$647.50 in addition to a pet damage deposit of \$647.50 were collected at the start of tenancy. A move-in condition inspection and report were not completed.

It appears that by mutual verbal agreement, the tenancy ended effective August 30, 2010, and new tenants were found effective on or about September 1, 2010. The tenants provided the landlords with their forwarding address in writing by letter dated September 10, 2010. The landlords issued a cheque dated September 1, 2010 in the amount of \$945.00, which reflects a partial reimbursement of the combined security and pet damage deposits. There is no documentary evidence of written consent provided by the tenants for the landlords' withholding of \$350.00 from the combined security and pet damage deposits, and no evidence of a move-out condition inspection and report. The above cheque has not been cashed and is now considered "stale dated."

During the hearing the parties exchanged views on some of the circumstances surrounding their respective applications, and undertook to achieve a settlement.

### **Analysis**

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

Section 23: **Condition inspection: start of new 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 landlords will repay to the tenants the full amount of their security and pet damage deposits in the combined amount of \$1,295.00;
- that the above payment will be made by way of cheque made payable to male tenant "SES;"
- that the above cheque will be put into the mail by no later than midnight, Friday, March 18, 2011;
- that the above particulars comprise full and final settlement of all aspects of the disputes 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 tenants in the amount of **\$1,295.00**. Should it be necessary, this order may be served on the landlords, 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: March 7, 2011

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Residential Tenancy Branch