



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **Decision**

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

## **Introduction**

This hearing dealt with 2 applications: i) by the landlord for a monetary order as compensation for unpaid rent / compensation for damage to the unit / and recovery of the filing fee; ii) by the tenants for 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

## **Background and Evidence**

There is no written tenancy agreement in evidence for this month-to-month tenancy which began July 1, 2008 and ended June 30, 2010. Monthly rent was \$950.00 and a security deposit of \$475.00 was collected. There is no copy of either a move-in or move-out condition inspection report in evidence.

During the hearing the parties exchanged views on a range of issues 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/](http://www.rto.gov.bc.ca/) The particular attention of the parties is drawn to the following provisions in 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 32: Landlord and tenant obligations to repair and maintain**

**Section 35: Condition inspection: end of tenancy**

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

**Section 37: Leaving the rental unit at the end of a tenancy**

**Section 38: Return of security deposit and pet damage deposit**

**Section 39: Landlord may retain deposits if forwarding address not provided**

**Section 45: Tenant's notice**

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 tenants \$237.50, which is half the original security deposit ( $\$475.00 \div 2$ ), and that a monetary order will be issued in favour of the tenants to this effect.
- that the above payment will be by cheque made payable to tenant "LCW,"
- that the above cheque will be put into the mail by no later than midnight, Friday, April 22, 2011;
- that the parties withdraw their respective applications to recover 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 tenants in the amount of **\$237.50**. 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: April 20, 2011

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Residential Tenancy Branch