

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This hearing dealt with applications from the landlords and the tenants pursuant to the *Residential Tenancy Act* (the *Act*). The landlords applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67 of the *Act*. The tenants applied to obtain a return of all of their security deposit pursuant to section 38 of the *Act*. Both parties applied to recover their respective filing fees for their applications.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The male landlord (the landlord) agreed that the landlords received a copy of the tenants' dispute resolution hearing package sent by the tenants by registered mail on May 13, 2011. The tenants confirmed that the female landlord handed the tenants a copy of the landlords' dispute resolution hearing package shortly after the landlords filed their application for dispute resolution on May 24, 2011. Both parties agreed that they received one another's written evidence. I am satisfied that the parties served one another with the above documents in accordance with the *Act*.

### Issues(s) to be Decided

Are the landlords entitled to a monetary award for loss or damage arising out of this tenancy? Are the tenants entitled to obtain any portion of their security deposit from the landlords? Are either of the parties entitled to recover their filing fees from one another?

### Background and Evidence

This month-to-month tenancy commenced on September 3, 2010. According to the terms of the Residential Tenancy Agreement signed by the parties, \$1,100.00 in monthly rent was payable in advance on the first of each month. The landlords continue to hold the tenants' \$550.00 security deposit paid on September 3, 2010.

The male tenant testified that the tenants called the female landlord on March 28, 2011 to let her know that the tenants planned to vacate the rental unit by April 30, 2011. The parties agreed that the tenants did not provide their April 1, 2011 written notice to end this tenancy to the female landlord until April 3, 2011.

The parties agreed that they conducted a joint move-in condition inspection on September 3, 2010. However, the landlord testified that the landlords did not provide a copy of this condition inspection report until after they filed their application for dispute

resolution. The landlord testified that he conducted a joint move-out condition inspection before the end of March 2011, after the tenants had left the rental unit. The tenants disputed the landlord's claim that they conducted a joint move-out condition inspection. The tenants provided undisputed evidence that the landlords never completed a joint move-out condition inspection report and never provided any such document to them.

The landlord provided undisputed evidence that he attempted to provide the tenants with a \$319.00 cheque on May 3, 2011 as a partial return of their security deposit. The male tenant confirmed that he refused to accept the landlords' \$319.00 cheque.

The tenants applied to obtain their entire \$550.00 security deposit.

The landlords applied for \$550.00 in losses and damage arising out of this tenancy. The landlord maintained that the tenants damaged the rental unit during their tenancy and itemized these damages as follows in his May 4, 2011 letter to them:

Item	Amount
Vertical Blind for Living Room	\$50.00
Horizontal Blind for Living Room	50.00
Bedroom Light Fixture	15.00
6 Light Bulbs	6.00
Cleaning Windows	40.00
Labour	70.00
<b>Total Damage Itemized by Landlords</b>	<b>\$231.00</b>

The landlord provided no receipts or photographs in support of the landlords' claim.

The landlord also entered oral and written evidence that the tenants did not provide written notice of their intention to end this tenancy on the day prior to the day when their April 2011 rent became due. As such, he requested reimbursement for loss of rent that the landlords encountered for this rental unit for May 2011. He testified that he advertised the availability of this rental unit and was successful in re-renting it as of May 10, 2011 at the same monthly rent. He confirmed that he received \$733.33 in pro-rated monthly rent from the new tenants for May 2011. This resulted in the landlords' loss of rent of \$366.67 for May 2011.

### Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. The parties agreed to a settlement of all issues in dispute between them arising from this tenancy on the following terms:

1. The parties agreed that all monetary issues in dispute between them would be resolved by the landlords' agreement to return \$319.00 from the tenants' security deposit to the tenants forthwith.
2. The parties agreed to withdraw their respective applications for dispute resolution.

The parties agreed that this settlement agreement constitutes a final resolution of all matters in dispute between them arising out of this tenancy.

#### Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$319.00. I deliver this Order to the tenants in support of the above agreement for use in the event that the landlord(s) do not abide by the terms of the above settlement. As per the parties' agreement, I allow the landlords to retain the remaining \$231.00 from the tenants' security deposit. The parties will bear their own costs for filing their applications.

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*.