

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This hearing was convened in response to the landlord's application 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. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above under the Act, Regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on September 1, 2006. Tenancy ended on July 31, 2011. Monthly rent of \$1,000.00 was payable in advance on the first day of each month, and a security deposit of \$500.00 was collected. The parties agree that neither a move-in, nor a move-out condition inspection report was completed.

The dispute concerns the condition of the yard and garden at the end of tenancy. The landlord takes the position that the tenants did not maintain the yard to standards agreed upon and that, in the result, the landlord faces certain costs required to bring the yard and garden up to a reasonable standard. The tenant takes the position that the yard and garden were not in any significantly different condition at the end of tenancy when compared to the condition they were in at the start of tenancy.

During the hearing the parties exchanged views on some of the circumstances 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

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 total compensation sought by the landlord is \$550.00, which is comprised of the security deposit of \$500.00 plus the \$50.00 filing fee;
- that the landlord will pay the tenants \$280.00 from the security deposit, and that this amount is comprised of \$275.00, which represents ½ the \$550.00 originally sought, as above, in addition to \$5.00 in consideration of some interest accrued on the original security deposit;
- that the above payment will be by cheque made payable to both tenant “JL” and tenant “SL;”
- that the above cheque will be put into the mail by not later than midnight, Friday, November 11, 2011;
- that a monetary order will be issued in favour of the tenants for \$280.00;
- that the landlord will retain the balance of the security deposit of \$220.00 (\$500.00 - \$280.00);
- that the above particulars comprise full and final settlement of the dispute currently before me 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 **\$280.00**. 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: November 8, 2011

Residential Tenancy Branch