

Decision

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

Introduction

This hearing was convened in response to 2 applications: i) by the tenants for a monetary order as compensation for the double return of the security deposit / and recovery of the filing fee; ii) by the landlord for a monetary order as compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / 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 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 September 1, 2010 to August 31, 2011. Monthly rent of \$2,200.00 was payable in advance on the first day of each month, and a security deposit of \$1,100.00 was collected. A move-in condition inspection and report were not completed. Further, a move-out condition inspection and report were not completed. In addition to providing affirmed testimony during the hearing, both parties submitted considerable documentary evidence in support of their respective applications.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution. Matters discussed included, but were not necessarily limited to, the comparative condition of the unit at the beginning and end of tenancy, the nature of any efforts made to complete the move-in and move-out condition inspections and reports, the understandings the parties had around whether or not pets were allowed on the premises, and so on.

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

Section 23: **Condition inspection: start of tenancy**

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

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

Section 63 of the Act (**Opportunity to settle dispute**) 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:

- that the landlord will retain the tenants' full security deposit in the amount of \$1,100.00;
- that the above agreement comprises full and final settlement of all aspects of the respective applications and disputes arising from this tenancy for both parties.

Conclusion

Pursuant to the above agreement, I hereby ORDER that the landlord retain the full security deposit of **\$1,100.00**. All other aspects of the respective applications are hereby dismissed.

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: December 6, 2011

Residential Tenancy Branch