



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD, FF

Introduction

This hearing was scheduled in response to the tenants' application for a monetary order as compensation for return of the security deposit / and recovery of the filing fee. Both parties attended the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the tenants are entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the term of tenancy was from September 1, 2010 to August 31, 2011. The agreement provides that "the tenancy may continue on a month-to-month basis or another fixed length of time" at the end of the fixed term. In this case the tenancy ended on August 31, 2011, and new tenants commenced their tenancy effective September 1, 2011. Monthly rent of \$1,650.00 was payable in advance on the first day of each month, and a security deposit of \$825.00 was collected. While a walk-through of the unit was undertaken by the parties at the start of tenancy, a move-in condition inspection report was not completed. For a variety of reasons a walk-through of the unit involving both parties was not done at the end of tenancy, and neither was a move-out condition inspection report completed.

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 landlord will pay the tenants \$675.00, and that a monetary order will be issued in favour of the tenants to that effect; this payment reflects return of the security deposit of \$825.00, plus reimbursement of the \$50.00 filing fee, minus \$200.00 in consideration of damage to the collapsed roof of the shed;
- that the above payment will be made by cheque payable to either tenant;
- that the above cheque will be mailed by no later than midnight, Friday, January 6, 2012;
- that the tenants will share evenly with the current tenants, the full cost of professionally cleaned carpets when tenancy ends for the current tenants;
- that the tenants will FORTHWITH replace the perennials in the front and side garden beds;
- that the tenants will FORTHWITH remove garden boxes & replace the lawn;
- 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 \$675.00. 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. Both parties are otherwise ORDERED to comply with the terms of the agreement reached between them during the hearing, as detailed above.

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*.

Dated: January 05, 2012.

Residential Tenancy Branch