



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNSD, FF

Introduction

This hearing was scheduled 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.

Issue(s) to be Decided

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

Background and Evidence

Pursuant to a written tenancy agreement, the original term of tenancy was from June 1, 2010 to May 31, 2011. Thereafter, tenancy continued on a month-to-month basis. Monthly rent of \$1,300.00 was payable in advance on the first day of each month. A security deposit of \$650.00 and a pet damage deposit of \$650.00 were collected. A move-in condition inspection and report were completed by both parties together.

On September 28, 2011, the tenants gave written notice of their intent to end the tenancy effective October 31, 2011. While a walk-through of the unit was completed with the participation of both parties, the landlord elected to delay completion of a move-out condition inspection report until after the tenants had completely removed all of their possessions. However, the tenants declined to later return to the unit in order to undertake a further walk-through in combination with completion of a move-out condition inspection report. In the result, the move-out condition inspection report was completed by the landlord in the absence of the tenants on November 4, 2011.

The landlord returned the tenants' pet damage deposit of \$650.00, but still currently retains the security deposit in the same amount.

The central issue in dispute concerns the condition of the gardens / grounds surrounding the unit at the end of tenancy, and what responsibility the tenants may have

in regard to costs incurred by the landlord to restore them. During the hearing the parties exchanged views of some of the circumstances surrounding the dispute, and undertook to achieve a resolution.

Analysis

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 retain a total of \$250.00 from the tenants' security deposit, which is comprised of \$225.00 for restoration of gardens / grounds, in addition to \$25.00 which represents one half of the landlord's filing fee;
- that the landlord will FORTHWITH return the balance of the security deposit to the tenants in the amount of \$400.00 (\$650.00 - \$250.00), and that a monetary order will be issued in favour of the tenants to this effect;
- that as a separate matter, the parties will undertake to expeditiously resolve between them the matter concerning utilities, a matter which is not presently before me;
- 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 **\$400.00**. 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*.

Dated: January 31, 2012.

Residential Tenancy Branch