



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing concerns an application by the tenant for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / return 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 tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement format titled "Residential Tenancy Application," the original fixed term of tenancy was from May 1, 2010 to April 30, 2011. Monthly rent of \$1,700.00 was due and payable on the first day of each month, and a security deposit of \$850.00 was collected. A move-in condition inspection report was completed with the participation of both parties on April 30, 2010.

A "residential tenancy lease extension" was entered into by the parties, pursuant to which a new fixed term of tenancy was agreed to for the period from May 1, 2011 to April 30, 2012. Rent remained unchanged and the security deposit previously collected was carried forward.

On or about February 11, 2012, the tenant gave notice by telephone to end the tenancy effective April 15, 2012. The tenant takes the position that this manner of ending the tenancy was consistent with the provisions set out in the tenancy agreement ("60 DAYS"). Thereafter, the parties considered whether the tenant might be able to vacate the unit effective March 30, 2012. Subsequently, the tenant vacated the unit by March 30, 2012, and a move-out condition inspection report was completed with the participation of both parties on April 2, 2012. The tenant indicated on the report that she did not agree that it "fairly represents the condition of the rental unit..."

The tenant had paid April's rent by way of post-dated cheque, but as the tenancy ended earlier than originally anticipated, the landlords reimbursed the tenant in the amount of ½ month's rent for the period from April 16-30, 2012. However, as the landlords had a number of concerns about the condition of the unit and costs associated with certain cleaning and repairs, they did not reimburse the tenant's rent for the period from April 1-15, 2012. There is no dispute that the tenant provided the landlords with her forwarding address in writing on or about April 2, 2012. Presently, the landlords continue to have possession of the tenant's security deposit.

During the hearing the parties undertook to reach full and final settlement of the dispute.

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 addresses the **Opportunity to settle dispute**. Pursuant to this provision discussion during the hearing led to a resolution, and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the landlords will repay the security deposit to the tenant in the full amount of \$850.00, and that a monetary order will be issued in favour of the tenant to that effect;
- that the above payment will be by cheque, that the cheque will be mailed to the tenant at the address shown on the "Tenant's Application for Dispute Resolution," and that the cheque will be put into the mail by no later than midnight, Friday, July 6, 2012;
- that the tenant withdraws her application to recover the \$50.00 filing fee;
- that the above particulars comprise full and final settlement for both parties, such that neither party will undertake in future to file an application for dispute resolution related to this tenancy.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$850.00**. Should it be necessary, this order may be served on the landlords, 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: June 26, 2012.

Residential Tenancy Branch