



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The parties agreed that this tenancy ended on the basis of the tenants' January 18, 2012 email advising the landlords that they would be ending their tenancy by March 31, 2012. The tenants confirmed that they received the landlords' dispute resolution hearing package by registered mail in mid-April 2012. I am satisfied that the parties served each other with the above documents.

The tenants confirmed that they received photographic and written evidence provided by the landlords. The male tenant testified that he had not sent the tenants' written evidence package to the landlords because he was uncertain as to their correct current mailing address. I noted that the landlords included their current mailing address on their application for dispute resolution. I advised the parties that I would not be considering the tenants' written evidence as they had not sent this material to them.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for damage arising out of this tenancy?

Are the landlords entitled to retain all or a portion of the tenants' security deposit in satisfaction of the monetary award requested? Are the landlords entitled to recover the filing fee for this application from the tenants?

Background and Evidence

This one-year fixed term tenancy commenced on August 1, 2011. Monthly rent at the time the tenants ended their tenancy on March 31, 2012 was set at \$2,300.00, payable in advance on the first of each month. The landlords continue to hold the tenants' \$1,150.00 security deposit paid on July 28, 2011.

The landlords' application for a monetary award of \$1,300.00 included \$150.00 for carpet cleaning, \$900.00 for flooring repairs, and \$250.00 to repair moisture issues within the rental unit. The landlords supplied one May 29, 2012 estimate for \$800.00 plus HST to repair their flooring. The landlords testified that they have not incurred actual losses for any of the damage claimed as yet. They said that they rented the premises to new tenants as of March 31, 2012 for the same \$2,300.00 monthly rent.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

1. Both parties agreed that the landlords will return the tenants' \$1,150.00 security deposit forthwith.
2. Both parties agreed that the above monetary payment by the landlords settles all monetary issues arising out of this tenancy for both parties and both parties agreed that they will not initiate any further applications for dispute resolution arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$1,150.00. I deliver this Order to the tenants in support of the above agreement for use in the event that the landlords do not abide by the terms of the above settlement. 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 28, 2012

Residential Tenancy Branch