



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: MND, MNDC, MNSD, FF

### Introduction

This hearing was scheduled in response to an application 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 attended 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 term of tenancy was from June 1, 2011 to May 31, 2012. Thereafter, tenancy continued on a month-to-month basis. Monthly rent of \$1,350.00 was due and payable in advance on the first day of each month, and a security deposit of \$675.00 was collected. There is no move-in condition inspection report in evidence.

Pursuant to section 49 of the Act which addresses **Landlord's notice: landlord's use of property**, the landlord issued a 2 month notice to end tenancy. A copy of the notice was submitted in evidence. The notice is undated but shows October 15, 2012 as the date by when the tenants must vacate the unit. There is no particular reason identified on the notice in support of its issuance, however, the landlord testified that he required the unit to be vacant in order that he himself could reside there. A manual notation on the top of page 1 of the 2 page notice indicates that it was served by mail on August 13, 2012. The tenants testified that they received the notice, that they did not dispute it, and that they vacated the unit on October 1, 2012. There is no move-out condition inspection report in evidence.

The tenants testified that they provided the landlord with their forwarding address when tenancy ended, but that there was no conclusive discussion between the parties around the disposition of the security deposit. The landlord filed his application for dispute resolution on October 15, 2012, and later amended it on October 19, 2012. In summary, the landlord seeks compensation for miscellaneous cleaning and repairs he claims were required in the unit following the end of tenancy.

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 (the "Guidelines"), Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties led to a resolution. Specifically, it was agreed as follows:

### **RECORD OF SETTLEMENT**

- that the landlord will retain ½ of the tenants' security deposit in the amount of \$337.50 ( $\$675.00 \div 2$ );
- that the landlord will repay the balance of the security deposit to the tenants in the amount of \$337.50, and that a monetary order will be issued in favour of the tenants to that effect;
- that the above payment will be by cheque made payable to female tenant "BH;"
- that the landlord's cheque will be put into the mail as soon as possible but by no later than midnight, Friday, January 18, 2013;
- that the above particulars comprise full and final settlement of all aspects of the dispute before me for both parties.

Finally, for information, the attention of the parties is drawn to the following provisions of the Act and the Guidelines:

Section 23: **Condition inspection: start of tenancy or new pet**

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**

Guideline # 1: **Landlord & Tenant – Responsibility for Residential Premises.**

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$337.50**. 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 15, 2013

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Residential Tenancy Branch