



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNDC, MNSD, FF / MNSD, FF

### Introduction

This hearing concerns 2 applications: i) by the landlord for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit / and recovery of the filing fee; and ii) by the tenant for a monetary order reflecting the double return of the security deposit / and recovery of the filing fee. Both parties attended and/or were represented and gave affirmed testimony.

### Issue(s) to be Decided

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

### Background and Evidence

The unit which is the subject of this dispute is a house. Pursuant to a written tenancy agreement, the original fixed term of tenancy was from May 1, 2011 to May 1, 2012. The agreement documents that a security deposit of \$925.00 was collected. Thereafter, the tenancy agreement appears to have been amended to show a “new contract” for the period from April 1, 2012 to April 1, 2013. A move-in condition inspection report was not completed.

Monthly rent for the initial fixed term was \$1,850.00. Following the end of the initial fixed term, monthly rent was raised by \$50.00 to \$1,900.00.

On November 1, 2012, the tenant gave oral notice to end tenancy effective November 30, 2012. Rent was paid to the end of November 2012. While the parties did a walk-through of the unit at the end of tenancy on December 1, 2012, a move-out condition inspection report was not completed.

Following receipt of the tenant's notice, the landlord began advertising for new renters. New renters were found for the basement portion of the house effective December 1, 2012, with a monthly rent of \$700.00. However, new renters were not found for the upstairs portion of the house until December 20, 2012. The upstairs renters paid a pro-rated rent for December in the amount of \$350.00, and it was agreed that full monthly rent for the upstairs portion of the house was \$700.00.

The landlord testified that sometime in January 2013 he received the tenant's forwarding address in writing by way of registered mail. The landlord filed his application for dispute resolution on March 12, 2013.

During the hearing the parties exchanged views around the circumstances of 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](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 the parties achieved a resolution. Specifically, it was agreed as follows:

### **RECORD OF SETTLEMENT**

- that the landlord will repay the tenant's full security deposit in the amount of **\$925.00**, and that a **monetary order** will be issued in favour of the tenant to that effect;
- that the above payment will be made by **cheque** payable to the tenant;
- that the above cheque will be put into the mail as soon as possible but by no later than **midnight, Wednesday, May 1, 2013**;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising out of this tenancy for both parties.

As the parties resolved this dispute between them, the respective applications to recover the filing fee are both hereby dismissed.

Going forward, the attention of the parties is drawn to the following sections of the Act:

Section 7: **Liability for not complying with this Act or a tenancy agreement**

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 38: **Return of security deposit and pet damage deposit**

Section 45: **Tenant's notice**

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$925.00**. 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: April 17, 2013

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Residential Tenancy Branch

