



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNSD

Introduction

This hearing was scheduled in response to the tenant's application for a monetary order reflecting the double return of the security deposit. Both parties attended and gave affirmed testimony. The landlord was accompanied in the hearing by legal counsel.

In the "details of the dispute" portion of the tenant's application, he has also claimed there was an undisclosed mold issue in the unit which contributed to \$4,000.00 in "dog bills." However, the tenant confirmed that this is not a matter in dispute for this hearing.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

While there is a "rental application" in evidence for each of the tenant and his brother, "CRB," there is no written tenancy agreement in evidence for this tenancy which the parties agree began on April 1, 2012. Monthly rent of \$1,400.00 was due and payable in advance on the first day of each month, and a security deposit of \$700.00 was collected. There is no move-in condition inspection report in evidence.

There is no dispute that the tenant gave written notice sometime in February 2013 of his intent to end tenancy effective at the end of March 2013. Subsequently, it is understood that the tenants actually vacated the unit on March 28, 2013, at which time the landlord was away from the city. Upon her return, she attended the unit on April 12, 2013, and found that there was a need for cleaning and repairs. There is no move-out condition inspection report in evidence.

There is some dispute around when and how the tenant provided the landlord with his forwarding address. It may have been provided in the letter of notice to end tenancy, a copy of which is not in evidence; in the alternative, it may have been provided by way of

a telephone conversation between the parties sometime in late April 2013. Of course, it may have been provided in both of the aforementioned ways.

In any event, by way of cheque dated April 20, 2013, the landlord set out to repay a portion of the tenant's security deposit in the amount of \$280.00, retaining the balance of \$420.00 (\$700.00 - \$280.00) as an offset to the estimated costs of cleaning and repairs. The landlord claims that the actual costs incurred for cleaning and repairs exceeded the estimated \$420.00.

Thereafter, it appears that the landlord's cheque was mailed to the tenant in early May 2013. While the tenant acknowledges having received the cheque, he states that he has not yet cashed it. For her part, the landlord testified that she has not put a stop payment on the cheque.

During the hearing the parties exchanged views around 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, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

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

RECORD OF SETTLEMENT

- that the landlord will repay to the tenant the remaining balance of his security deposit in the amount of **\$420.00**, 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**, and will be put into the mail by not later than **midnight, Friday, August 2, 2013**;
- that the above agreement comprises **full and final settlement** for both parties of all issues in dispute between them that are currently before me.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$420.00**. 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: July 31, 2013

Residential Tenancy Branch

