



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MND, MNDC, MNSD, FF
MNSD, FF

Introduction

This hearing was scheduled in response to 2 applications: i) by the landlords 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; and ii) by the tenants for a monetary order reflecting the double return of the security deposit / and recovery of the filing fee.

Both parties attended 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

Pursuant to a written tenancy agreement the tenancy began on December 01, 2011. Monthly rent of \$1,300.00 is due and payable in advance on the first day of each month, and a security deposit of \$650.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

Following notice by the tenants, tenancy ended effective December 31, 2013. While a move-out condition inspection was completed with the participation of both parties, a move-out condition inspection report was not completed. There is conflicting testimony around the timing and manner in which the tenants informed the landlords of their forwarding address. A new renter was found for the unit effective January 01, 2014.

The tenants filed their application for dispute resolution on January 10, 2014. The landlords filed their application for dispute resolution on January 20, 2014.

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, forms and more can be accessed via the website: 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 led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the landlords will retain the tenants' full security deposit of **\$650.00**;
- that the landlords' retention of the tenants' full security deposit comprises **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

The parties settled their dispute in its entirety pursuant to the **Record of Settlement**, as above.

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 28, 2014

Residential Tenancy Branch

