



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing concerns 2 applications: 1) 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 pet damage deposit / and recovery of the filing fee; and 2) by the tenant for a monetary order reflecting the double return of the security and pet damage deposits / 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 April 20, 2012. Monthly rent of \$1,450.00 is due and payable in advance on the first day of each month. A security deposit of \$725.00 and a pet damage deposit of \$300.00 were collected. A move-in condition inspection report was not completed.

In late September 2013 the tenant gave oral notice of his intent to end tenancy effective at the end of October 2013, and rent was paid in full for October. The parties agree that a walk-through of the unit was completed between November 05 and 07, 2013, and that all of the tenant's belongings had been removed from the unit / patio by not later than November 07, 2013. A move-out condition inspection report was not completed.

By letter dated November 15, 2013, the tenant informed the landlord of his forwarding address. The tenant testified that he hand delivered his letter to the landlord's mailbox. The parties agree that the letter was delivered sometime before December 31, 2013.

The unit was re-rented effective from November 20, 2013. The landlord testified that in exchange for cleaning the unit, the new renter was permitted to withhold \$500.00 from what was presumably her first payment toward rent.

During the hearing the parties undertook to achieve a resolution of their dispute.

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 landlord will repay **\$512.50** to the tenant, and that a **monetary order** will be issued in favour of the tenant to that effect;
- that the above amount reflects $\frac{1}{2}$ of **\$1,025.00**, which is the combined total amount of security deposit and pet damage deposit collected $[(\$725.00 + \$300.00) \div 2]$;
- that the above payment will be by **cheque** made payable to the tenant, and put into the mail by not later than **midnight, Wednesday, April 23, 2014**.

As the parties have resolved the central aspects of their dispute, their respective applications to recover the filing fee are hereby dismissed.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$512.50**. 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.

The respective applications to recover the filing fee are hereby dismissed.

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, 2014

Residential Tenancy Branch

