



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNSD, FF
 MND, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by both the Tenants and the Landlords.

The Landlords applied for a Monetary Order for damage to the rental unit and indicated during the hearing that they wanted to keep the Tenants’ security deposit. The Tenants applied for money owed or compensation for loss under the *Residential Tenancy Act* (the “Act”) and for the return of their security deposit; however, they amended their Application to reduce their monetary claim amount from \$4,450.00 to \$2,650.00. Both parties also applied to recover the filing fee for the cost of making their Application.

All of the parties named in the Applications appeared for the hearing and provided affirmed testimony during the hearing as well as documentary evidence in advance of the hearing. This had been served to each other in accordance with the Act and the Rules of Procedure.

At the start of the hearing the Landlords and Tenants agreed that an \$800.00 security deposit had been paid by the Tenants to the Landlords at the start of the tenancy and the Landlord still retained this amount.

The Landlords explained that they had not completed a move in inspection report at the start of the tenancy because the rental suite was four years old and was undamaged as they were residing in it before the Tenants took up occupancy. However, irrespective of the state or age of a rental suite a Landlord is required to follow the reporting requirements set out by the Act as follows.

Section 24(2) of the Act explains that if a Landlord has failed to complete a condition inspection report at the start or end of the tenancy, then their right to claim against the Tenant’s security deposit has been extinguished.

Furthermore, Policy Guideline 17 to the Act states that if a Landlord has claimed against the deposit for damage to the rental unit and the Landlord's right to make a claim has been extinguished, then the arbitrator **will order return of double the deposit**.

This left the Landlords' Application for \$800.00 for damages to the rental unit and the Tenants' Application for \$1,800.00 for loss of quiet enjoyment over the period of the tenancy. The parties engaged in a conversation in respect to the remainder of their monetary claims, but then turned their minds to compromise and achieved a resolution of both disputes.

Analysis & Conclusion

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

Both parties **agreed** to settle the dispute with the Landlords paying the Tenants **\$1,800.00** in full satisfaction of both Applications.

The Tenants are issued with a Monetary Order in the amount of \$1,800.00 which is enforceable in the Small Claims court if the Landlord fails to make payment by the following dates: \$1,000.00 by the end of August, 2014 and \$800.00 by the end of September, 2014.

This agreement and order is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy.

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: August 05, 2014

Residential Tenancy Branch

