



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: DRI, MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's application to dispute an additional rent increase / a monetary order reflecting compensation for return of the security deposit / and recovery of the filing fee. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

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

Background and Evidence

The unit which is the subject of this dispute is located in the basement portion of a house. The landlords reside in the upper portion of the same house. Pursuant to a written tenancy agreement, the original fixed term of tenancy is from July 15, 2013 to January 15, 2014. Following the end of the fixed term, tenancy continued on a month-to-month basis. The tenancy agreement provides that monthly rent of \$800.00 is due and payable on the third Wednesday of each month. A security deposit of \$400.00 was collected. There is no move-in condition inspection report in evidence.

By way of hand written document signed by both parties, it was also agreed as follows:

Rent for July 15 - 25, 2013 will be paid from the damage deposit when moving out. \$265.00 total.

Following from the above agreement, the balance of security deposit to be otherwise resolved at the end of tenancy is \$135.00 (\$400.00 - \$265.00).

Pursuant to an "amendment to original lease agreement" document dated December 19, 2013, by way of their signatures the parties further agreed as follows:

Rent increase to \$975.00 per month for the duration of time that your boyfriend is living with you. When he is no longer living with you the rent will decrease to \$900.00 per month inclusive.

The tenant vacated the unit on May 10, 2014. The parties presented different views around how / when a forwarding address was provided. There were also different views around what agreements / understandings had been reached around the status of a futon and mirror provided in the unit; the landlords' position is that the tenant was at liberty to take possession of the couch, but not the futon or mirror. The tenant's position is that she was given permission to remove all of these items. A move-out condition inspection report was not completed.

Compensation sought by the tenant in her application includes the double return of the original security deposit, alleged overpayment of rent for a 5 month period from January to May 2014, in addition to recovery of the filing fee. During the hearing the parties undertook to resolve the dispute.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.gov.bc.ca/landlordtenant

Section 63 of the Act addresses 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 tenant **withdraws** all aspects of her application with the exception of recovery of a portion of the \$50.00 filing fee, which is addressed immediately below;
- that the landlords will reimburse the tenant in the amount of **\$25.00**, or ½ the filing fee (\$50.00 ÷ 2);
- that reimbursement of \$25.00 will be by way of **cheque** made payable to the tenant, sent to her at the **address shown on her application**, and put into the mail by not later than midnight, **Friday, November 07, 2014**;

- that the landlords **relinquish** any claim to the futon and mirror which were removed from the unit by the tenant at the end of tenancy;
- that both parties undertake to make **no future application(s)** for dispute resolution in regard to this particular tenancy.

Conclusion

The parties resolved their dispute pursuant to details set out in 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: November 04, 2014

Residential Tenancy Branch

