



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Stazo Properties Inc. / 639614 BC Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes: MND, FF  
MNSD, FF

### Introduction

This hearing concerns 2 applications: i) by the landlord for a monetary order as compensation for damage to the unit, site or property / 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 term of tenancy is from August 01, 2013 to July 31, 2014. While the incorrect amounts are shown on the tenancy agreement, the parties agree that monthly rent of \$1,550.00 is due and payable in advance on the first day of each month, and that a security deposit of \$775.00 was collected. A move-in condition inspection report was not completed.

By email dated June 02, 2014, the tenants informed the landlord of their intent to end tenancy effective August 01, 2014. Subsequently, a fire occurred in a unit located adjacent to the subject unit during the evening of June 06, 2014. The tenants found that their unit was uninhabitable as a result of fire and water damage. The tenants returned to the unit on August 01, 2014, removed all of their remaining possessions, and undertook some limited cleaning. They informed the landlord of the foregoing by email dated August 01, 2014; in this email the tenants also requested a partial reimbursement of June's rent (24 days from June 7 to 30, 2014) in the amount of \$1,240.00, in addition to repayment of their security deposit of \$775.00 [total: \$2,015.00]. The parties later

met at the unit on August 05, 2014. The landlord requested that the tenants return to the unit following the completion of the restoration work in order to finish cleaning, at which time a cheque would be issued in their favour reflecting a reimbursement of 24 days' rent in June, and the full security deposit. Thereafter, the landlord withheld \$250.00 from the security deposit and issued a cheque for the balance of \$1,765.00. The landlord's cheque reflects the following amounts:

*\$1,240.00: repayment of 24 days rent from June 2014*

*\$525.00: partial repayment of \$775.00 security deposit*

The landlord declined to repay the balance of the security deposit of \$250.00 (\$775.00 - \$525.00), pending the completion of restoration and the anticipated return to the unit by the tenants in order to complete cleaning. The tenants ultimately felt that they were entitled to return of the full security deposit, and that it was unreasonable to expect them to return to the unit to complete any further cleaning. It appears that a forwarding address was provided to the landlord sometime in August 2014 by email and by text. The withheld balance was not later repaid, and a move-out condition inspection report is not in evidence. The tenants filed their application for dispute resolution on August 26, 2014, and the landlord's application was filed on September 17, 2014.

During the hearing the parties undertook to attempt to resolve the dispute(s).

### Analysis

The attention of the parties is drawn to the following particular sections of the Act:

Section 23: **Condition inspection: start of tenancy or new pet**

Section 24: **Consequences for tenant and landlord if report requirements not met**

Section 35: **Condition inspection: end of tenancy**

Section 36: **Consequences for tenant and landlord if report requirements not met**

Section 38: **Return of security deposit and pet damage deposit**

Further to the above, 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 pay the tenants **\$400.00**, and that a **monetary order** will be issued in favour of the tenants to that effect;
- that the above payment will be by **cheque** made payable to male tenant "WRKO";
- that the cheque will be put into the mail by not later than **midnight, Tuesday, March 31, 2015**, and addressed to the tenants at the address provided by them and shown in their application for dispute resolution;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute(s) arising from this tenancy for both parties.

#### Conclusion

The parties resolved their dispute(s) as set out in detail above.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$400.00**. 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: March 24, 2015

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Residential Tenancy Branch

