



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MND, MNSD  
MNDC, 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 retention of the security deposit and pet damage deposit; and ii) by the tenant for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / return of the security deposit and pet damage deposit / and recovery of the filing fee.

Both parties attended and gave affirmed testimony. Both parties confirmed receipt of copies of each other's documents submitted for the purpose of the hearing.

### 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 July 01, 2013. Monthly rent of \$1,275.00 is due and payable in advance on the first day of each month. A security deposit of \$635.00 and a pet damage deposit of \$100.00 were collected. The tenancy agreement provides that the tenant is responsible for paying 60% of the monthly gas bill, and 60% of the monthly hydro bill. A move-in condition inspection report was completed with the participation of both parties.

By letter dated May 30, 2014, the tenant gave notice to vacate the unit effective June 30, 2014. A move-out condition inspection report was completed with the participation of both parties.

By letter dated July 11, 2014 the tenant informed the landlord of her forwarding address and requested the return of her security deposit and pet damage deposit. The tenant's letter was sent by way of registered mail, and evidence provided by the tenant includes the Canada Post tracking number for the registered mail. The Canada Post website

informs that the item was “accepted at the Post Office” on July 11, 2014, and that it was “successfully delivered” on July 21, 2014.

The landlord’s application for dispute resolution was filed on July 28, 2014. The tenant’s application for dispute resolution was filed on January 09, 2015.

### Analysis

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 the parties resolved their dispute, and it was specifically agreed as follows:

#### **RECORD OF SETTLEMENT**

- that the landlord will retain **\$367.50** from the security deposit and pet damage deposit in the combined total amount of \$735.00 (\$635.00 + \$100.00);
- that the landlord will repay the balance of **\$367.50** from the combined deposits to the tenant (\$735.00 - \$367.50);
- that a **monetary order** will be issued in favour of the tenant for the \$367.50 being repaid to her by the landlord;
- that the above repayment will be by cheque or other bank instrument and be put into the mail by not later than **midnight, Tuesday, March 24, 2015**;
- that the **address for mailing** will be the address provided by the tenant in her application for dispute resolution;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties which arise out of this tenancy.

### Conclusion

The parties resolved the dispute in its entirety during the hearing.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$367.50**. 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.

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 10, 2015

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Residential Tenancy Branch

