



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

This hearing was scheduled in response to 2 applications: i) by the landlord for a monetary order as compensation for unpaid rent / 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 recovery of the filing fee; and ii) by the tenants for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / 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

The unit which is the subject of this dispute is located in the basement portion of a house. The landlord resides in the upper portion of the house.

Pursuant to a written tenancy agreement the month-to-month tenancy began July 01, 2013. Monthly rent of \$725.00 is due and payable in advance on the first day of each month, and a security deposit of \$362.00 was collected. There is no move-in condition inspection report in evidence.

By letter dated April 16, 2015, the landlord gave the tenants written notice to end tenancy effective June 01, 2014. Reasons for ending the tenancy include a claim that there was an upcoming wedding and that the landlord needed "our suite empty for our guests to stay in." In the letter the landlord also claimed that "we need to move our stuff into the Basement."

The tenants paid no portion of rent due on June 01, 2014, and the landlord issued a 10 day notice to end tenancy for unpaid rent dated June 02, 2014. The notice was served

by way of posting on the unit door on that same date. Subsequently, the tenants made no payment toward rent and vacated the unit effective June 15, 2014. There is no move-out condition inspection report in evidence.

Thereafter, by letter dated July 23, 2014, the tenants provided the landlord with a forwarding address and requested the return of the security deposit. The security deposit has not yet been repaid and the tenants filed an application for dispute resolution on August 18, 2014. The landlord's application for dispute resolution was filed on February 17, 2015.

Analysis

In consideration of the circumstances of this dispute, 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 37: **Leaving the rental unit at the end of a tenancy**

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

Section 49: **Landlord's notice: landlord's use of property**

Section 51: **Tenant's compensation: section 49 notice**

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 repay the tenants' security deposit in the full amount of **\$362.00**, and that a **monetary order** will be issued in favour of the tenants to that effect;
- that the above payment will be by cheque or other bank instrument, and be put into the mail by not later than **midnight, Wednesday, March 25, 2015**;
- that the above cheque will be sent to the tenants at the **mailing address** provided by the tenants in their application for dispute resolution;

- that the above particulars comprise **full and final settlement** of all matters in dispute for both parties that arise out of this tenancy.

Conclusion

The parties achieved a settlement of their dispute in its entirety, as detailed above.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$362.00**. 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 11, 2015

Residential Tenancy Branch

