



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

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

### Introduction

This application concerns 2 applications: i) by the landlord for a monetary order as 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.

There is no written tenancy agreement in evidence for this tenancy which began in July 2007. Monthly rent of \$900.00 is due and payable in advance on the first day of each month, and a security deposit of \$450.00 was collected. A move-in condition inspection report was not completed.

As a result of a carbon monoxide leak, the tenants temporarily vacated the unit between May 09 and June 15, 2014. Subsequently, the landlord reimbursed the full amount of rent paid for May, and rent paid by the tenants for June was limited to the period from June 15 to 30, 2015.

Following their return to the unit on June 15, 2014, pursuant to section 49 of the Act which speaks to **Landlord's notice: landlord's use of property**, the landlord issued a 2 month notice to end tenancy dated June 15, 2014. The notice was personally served

on that same date. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenants must vacate the unit is August 31, 2014. The reason identified on the notice in support of its issuance is as follows:

The rental unit will be occupied by the landlord or the landlord's spouse or a close family member (father, mother, or child) of the landlord or the landlord's spouse.

Thereafter, the tenants vacated the unit on August 31, 2014. A move-out condition inspection report was not completed. Following this, by letter dated September 19, 2014, the tenants requested the repayment of their security deposit and provided a forwarding address for this purpose. To date, the security deposit has not been repaid.

The tenants filed their application for dispute resolution on September 09, 2014, while the landlord's application was filed on October 06, 2014.

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

### 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, discussion led to a resolution and it was specifically agreed as follows:

### **RECORD OF SETTLEMENT**

- that the landlord will repay  $\frac{1}{2}$  of the security deposit to the tenants in the amount of **\$225.00** ( $\$450.00 \div 2$ ), and to that effect, that a **monetary order** will be issued in favour of the female tenant as she is named on the cover page of this Decision;
- that repayment will be by **cheque** made payable to the **female tenant** as she is named on the cover page of this Decision;
- that the cheque will be mailed to the attention of the female tenant in care of the address identified by the tenants during the hearing, which is the **female tenant's work address**;
- that the cheque will be put into the mail by not later than **midnight, Friday, April 24, 2015**;
- that the **landlord will retain the balance** of the security deposit in the amount of **\$225.00** ( $\$450.00 - \$225.00$ );

- that the above particulars comprise **full and final settlement** of all aspects of the dispute(s) for both parties, that arise out of this tenancy, and which are set out in the respective applications before me.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of **Hongru (“Anne”) Lai**, in the amount of **\$225.00**. 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: April 09, 2015

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Residential Tenancy Branch

