



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Huntingdon Apartments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, FF / MNDC, MNSD, FF

Introduction

This hearing concerns 2 applications: i) by the landlord for 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 / repayment of the security deposit & pet damage 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 fixed term of tenancy is from January 01, 2014 to January 31, 2015. Monthly rent of \$795.00 is due and payable in advance on the first day of each month. A security deposit of \$397.50 and a pet damage deposit of \$100.00 were collected. During the hearing the landlord testified that the absence of a specific application to retain the pet damage deposit was an oversight. A move-in condition inspection report was not completed.

By email dated September 11, 2014, the tenants gave notice to end tenancy effective October 01, 2014. A move-out condition inspection report was not completed. Thereafter, by email dated October 09, 2014, the tenants provided the landlord with their forwarding address and requested the return of their security deposit and pet damage deposits. To date, neither deposit has been repaid. The landlord testified that after online advertising, a new renter was found effective from November 01, 2014. The landlord's application was filed on October 21, 2014, and the tenants' application was filed on May 19, 2015. During the hearing the parties sought to resolve the dispute.

Analysis

Section 63 of the Act addresses **Opportunity to settle dispute**, and provides that the parties may attempt to settle the 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 **\$250.00**, 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 "KR,"** and that the cheque will be put into the mail to the address provided by the tenants by not later than **midnight, Wednesday, June 03, 2015;**
- that both parties **withdraw** their applications to recover the **\$50.00 filing fee;**
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties, and that neither party will file further application(s) for dispute resolution concerning this tenancy.

Conclusion

Pursuant to the details set out above, the parties settled their dispute.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenants in the amount of **\$250.00**. 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: May 27, 2015

Residential Tenancy Branch

