



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF

### Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

The tenant applied for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to recover their filing fee for this application from the tenant pursuant to section 72

Both parties attended the hearing by conference call and testimony. Both parties confirmed receipt of the notice of hearing package and the submitted documentary evidence.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for damage and recovery of the filing fee?  
Is the tenant entitled to a monetary order for the return of double the security deposit and recovery of the filing fee?

### Background and Evidence

This tenancy began on September 1, 2013 on a fixed term tenancy ending on August 31, 2014 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated August 12, 2013. The monthly rent was

\$1,800.00 payable on the 1<sup>st</sup> day of each month and a security deposit of \$900.00 was paid on August 15, 2013.

The landlord stated that the tenants vacated the rental unit on September 1, 2014 and left the rental damaged and requiring cleaning. The landlord relies on a completed condition inspection report for the move-in dated September 1, 2013. The

The landlord has submitted a copy of a completed condition inspection report for the move-in dated September 1, 2013 noting:

Living Room	Scratch on the hardwood by the balcony;
Bedroom(s)	Stains on the floor carpet and paint on the wall;
Other	2 <sup>nd</sup> room (paint on the walls);
Bathroom	Ok som paint on the walls;
Hall(s)	Ok;
Yard(s)	Balcony clean ok;
Carpet(s)	some stains (see bedrooms)
Door's & windows	Ok. Some cleaning.

The landlord has submitted 13 photographs showing the rental premises at the end of the tenancy. It shows a dirty refrigerator, a "X" marked on the balcony entrance, stains in the bathtub, scratches on the hardwood floor, a dirty gas range and a dirty shower.

The tenant has disputed the landlord's claims and stated that the landlord failed to provide any opportunity to schedule a move-out condition inspection.

### Analysis

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

1. Both parties agree that the landlord will retain \$450.00 of the \$900.00 security deposit currently held. The landlord will immediately return to the tenant the remaining \$450.00.

Pursuant to this agreement the tenant will be given a monetary order to reflect condition #1 of this agreement. Should it be necessary, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The above particulars comprise full and final settlement of all aspects of the dispute arising from these applications for both parties.

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: October 13, 2015

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Residential Tenancy Branch

