



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: OPN, MND, MNSD, FF  
MNSD, FF

### Introduction

This hearing concerns 2 applications:

- i) by the landlords for an order of possession arising out of the tenant's notice to end tenancy / a monetary order as compensation for damage to the unit, site or property / retention of all or part of the security deposit / and recovery of the filing fee; and
- ii) by the tenant for a monetary order as compensation reflecting the double 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

Pursuant to a written tenancy agreement, the 6 month fixed term of tenancy was from September 01, 2014 to March 31, 2015. Thereafter, tenancy continued on a month-to-month basis. Monthly rent of \$925.00 was due and payable in advance on the first day of each month, and a security deposit of \$462.50 was collected. A move-in condition inspection report was not completed.

By letter dated April 30, 2015, a copy of which is not in evidence, the tenant gave notice to end tenancy effective May 31, 2015. While a walk-through of the unit was completed with the participation of both parties approximately 1 week before tenancy ended, and again on May 31, 2015, a move-out condition inspection report was not completed. It appears that the parties had some limited conversations, email and / or text message

exchanges related to the condition of the unit, however, no immediate decisions were reached between them in relation to the final disposition of the security deposit.

With the passage of time, as the tenant had received no repayment of any portion of her security deposit by July 09, 2015, she contacted the landlords on July 09, 2015. Thereafter, on July 10, 2015 by way of e-transfer the landlords repaid \$250.00 of the tenant's security deposit. As the landlords considered that the tenant was responsible for certain cleaning and repairs in the unit, they withheld the balance of \$212.50.

Subsequently, by letter dated August 07, 2015, the tenant informed the landlords that she had not consented to their withholding of any portion of the security deposit, and she requested repayment of the balance still held in trust. In this letter the tenant also provided her forwarding address. However, as the tenant did not receive a repayment of the balance of her security deposit, she filed an application for dispute resolution on September 11, 2015. The landlords later filed their own application for dispute resolution on January 21, 2016.

During the hearing the parties undertook to try to resolve the dispute.

### Analysis

Going forward, 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**

Further to the above, section 63 of the Act addresses the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during the hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

### RECORD OF SETTLEMENT

- that the landlords will pay the tenant **\$250.00**, and that a **monetary order** will be issued in favour of the tenant to that effect;
- that the above payment will be made by way of **e-transfer** by not later than **midnight, Friday, March 18, 2016**;
- that all remaining aspects of the respective applications are **withdrawn**;
- that the above particulars reflect **full and final settlement** for both parties, of all matters in dispute that arise out of this tenancy.

### Conclusion

The parties settled their dispute according to the terms of the **Record of Settlement**.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$250.00**. Should it be necessary, this order may be served on the landlords, 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 16, 2016

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Residential Tenancy Branch

