



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF, RPP, MNDC, O

Introduction

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

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenant pursuant to section 72.

The tenants applied for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38;
- an order for the landlord to return the tenants' personal property; and
- authorization to recover their filing fee for this application from the landlords pursuant to section 72.

Both parties attended the hearing by conference call and provided affirmed testimony. Both parties confirmed receipt of the notice of hearing package(s) and the submitted documentary evidence provided by the other party. As both parties have attended and have confirmed receipt of the others' notice of hearing package and the submitted documentary evidence, I am satisfied that both parties have been properly served as per section s88 and 89 of the Act.

Issue(s) to be Decided

Are the landlords entitled to a monetary order for damage and recovery of the filing fee?

Are the landlords entitled to an order to retain all or part of the security deposit?

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss, for the return of the security deposit and recovery of the filing fee?

Are the tenants entitled to an order for the return of personal property?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the both the tenant's claim and the landlord's cross claim and my findings around each are set out below.

Both parties agreed that there was no signed tenancy agreement but that a verbal tenancy agreement was made in which the tenancy began on October 27, 2014 on a month-to-month basis. The monthly rent was \$1,200.00 payable on the 1st day of each month. A security deposit of \$600.00 was paid on October 15, 2014.

The landlords stated that a pet damage deposit of \$300.00 was paid on October 15, 2014. The tenants stated that a pet damage deposit of \$600.00 was paid on October 15, 2014. Neither party was able to provide any supporting evidence as to the actual amount of the pet damage deposit which was paid.

The landlords seek a monetary claim of \$3,588.14 for damage caused by the tenants during the tenancy.

The tenants seek an order for the return of personal property and a monetary claim of \$8,015.00 for money owed or compensation for damage or loss.

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 agreed that the landlords will pay to the tenants \$500.00. 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: March 17, 2016

Residential Tenancy Branch

