



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF
 MNSD, OLC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by both the Tenants and the Landlord.

The Landlord applied for a Monetary Order for: damage to the rental unit; to keep the Tenants’ security deposit; for money owed or compensation for loss under the *Residential Tenancy Act* (the “Act”); and to recover the filing fee from the Tenants. The Tenants applied for: the return of their security deposit; for the Landlord to comply with the Act; and to recover their filing fee from the Landlord.

The Landlord, the female Tenant, and an agent for the male Tenant appeared for the hearing and provided affirmed testimony. The parties confirmed receipt of each other’s Application and each other’s documentary evidence in advance of the hearing which were served in accordance with the Act and the Rules of Procedure.

At the start of the hearing the parties agreed that the Tenants had paid a \$580.00 security deposit to the Landlord at the start of the tenancy. The parties also confirmed that the Landlord had returned \$335.00 to the Tenants in the form of a cheque which had not been cashed at the time of this hearing.

The Landlord explained that he had not completed a move-in and move-out condition inspection report at the start or at the end of the tenancy. Section 24(2) of the Act explains that if a landlord has failed to complete a condition inspection report at the start or end of the tenancy, then their right to claim against the tenant’s security deposit has been extinguished. As a result, the parties then engaged in a voluntary conversation, turned their minds to resolution, and decided between themselves that this matter would be best resolved by mutual agreement.

Analysis & Conclusion

Pursuant to Section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. Both parties **agreed** to settle the both Applications as follows:

- The Landlord will pay the Tenants \$370.00.
- The Tenants will cash the Landlords cheque already issued to the Tenants in the amount of \$335.00. If for some reason the cheque is not cashable, the Landlord will be required to provide the Tenants with a new one.
- The Tenants are issued with a Monetary Order in the amount of \$705.00 which represents the full amount agreed by the parties to be paid back to the Tenants, although the Landlord is to only to pay \$370.00 of this as the remainder has already been issued to the Tenants in the form of a cheque. This order is enforceable in the Small Claims court if the Landlord fails to make payment.

This agreement and order is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy. The parties confirmed their understanding and voluntary agreement to resolution in this manner both during and at the end of the hearing. Both files are now closed.

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 01, 2016

Residential Tenancy Branch