



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, a monetary order for unpaid rent and recovery of the filing fee. Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

This fixed term tenancy began May 1, 2011 with monthly rent of \$1100.00 and the tenants paid a security deposit of \$550.00 and a pet damage deposit of \$200.00.

On November 22, 2011 the tenants gave the landlord written notice by email to end the tenancy effective January 15, 2012, rent was paid through to January 31, 2012.

The landlord testified that he had arranged two different times to complete a move out inspection and the tenants cancelled the first date and refused to complete the inspection with the landlord on the second date. The landlord stated that when they completed an inspection of the rental unit they found that the tenants had burned the kitchen counter and that there was damage from the tenant's cat.

The landlord stated that the work had not yet been completed and the application was based on estimates that he had received from a contractor.

The tenants testified that they had paid the full amount of the January 2012 rent and therefore had possession for the rental unit until January 31, 2012. The tenant stated that when she went to the rental unit on January 24, 2012 to complete the move out inspection, the landlord had already taken possession of the rental unit and was completing repairs. The tenant stated that an argument ensued between the parties and she left without completing the move out inspection with the landlord.

After some discussion the parties both agreed to settle this matter today and both side proposed a monetary amount. The landlords and tenants finalized their agreement with the landlord accepting \$250.00 compensation from the security deposits to complete the required repairs.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The landlord will with hold \$250.00 of the tenants security deposits in full satisfaction of the landlord's claim for damages.
- The landlord will return the \$500.00 balance of the security deposits being held to the tenants within 14 days of receipt of this decision.
- The tenants will be provided with a monetary order for the \$500.00 balance of the security deposits to enforce if necessary.

Accordingly I find that the tenants are entitled to a monetary order for \$500.00

Both parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute and matters related to this tenancy for both parties.

Conclusion

I find that the tenants have established a monetary claim for **\$500.00** in return of the security deposit and I grant the tenants a monetary order under section 67 of the *Act* for this amount. If the amount is not paid by the landlord, the Order may be filed in the Provincial (Small Claims) Court of British Columbia 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 28, 2012

Residential Tenancy Branch