



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes: MNSD, FF / MNR, MNDC, MNSD, FF

### Introduction

This hearing concerns 2 applications: i) by the landlord to retain the security deposit / and to recover the filing fee; and ii) by the tenant for a monetary order as compensation for emergency repairs / compensation for damage or loss under the Act, Regulation or tenancy agreement / return of the security deposit / and recovery of the filing fee.

Both parties participated and / or were represented at the hearing 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

There is no written tenancy agreement in evidence for this tenancy which the parties are prepared to agree began on or about June 1, 1999. Monthly rent at the start of tenancy was \$1,100.00, and a security deposit of \$550.00 was collected. Later in the tenancy the monthly rent was increased to \$1,200.00. There is no move-in condition inspection report in evidence.

Pursuant to section 49 of the Act which speaks to **Landlord's notice: landlord's use of property**, the landlord issued a 2 month notice to end tenancy for landlord's use of property dated May 31, 2012. A copy of the notice was submitted in evidence. The date shown on the notice by when the tenant must vacate the unit is July 31, 2012, and reasons shown on the notice for its issuance are as follows:

All of the conditions for sale of the rental unit have been satisfied and the purchaser has asked the landlord, in writing, to give this Notice because the purchaser or a close family member intends in good faith to occupy the rental unit.

Thereafter, the tenant did not dispute the landlord's notice and she vacated the unit on July 22, 2012. There is no move-out condition inspection report in evidence.

A forwarding address was not ever formally provided to the landlord who, himself, determined the tenant's new address following the end of tenancy.

Matters in dispute include, but are not necessarily limited to, understandings between the parties around which appliances, if any, were included with the rent, and the assumption of responsibility for costs associated with miscellaneous repairs and upgrades at the unit which were undertaken by the tenant.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute, and undertook to achieve a resolution.

### Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca)

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and 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:

### **RECORD OF SETTLEMENT**

- that the landlord will repay the original amount of the tenant's security deposit of \$550.00, plus interest accrued since the time of its collection and the date of this decision (June 1, 1999 to January 16, 2013), and that a monetary order will be issued in favour of the tenant to that effect;

[by way of the Deposit Interest Calculator which is accessible on the Branch website, interest has been calculated in the amount of \$56.23, and a copy of the calculation is attached herewith]

- that repayment in the total amount of \$606.23 (\$550.00 + \$56.23 will be by cheque made payable to the tenant;
- that the above cheque will be put into the mail to the tenant as soon as possible but by no later than midnight, Wednesday, January 23, 2013;

- that the above particulars comprise full and final settlement of all aspects of the dispute(s) arising from this tenancy for both parties.

### Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$606.23**. Should it be necessary, this order may be served on the landlord, 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: January 16, 2013