



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards
Ministry of Housing and Social Development

Decision

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

Introduction

This hearing dealt with the landlord's application for a Monetary Order for damage to the rental unit, damage or loss under the Act, regulation or tenancy agreement, to keep all or part of the security deposit and recover the filing fee. Both parties appeared at the hearing and had an opportunity to be heard.

Issue(s) to be Decided

1. Whether the tenant violated the Act, regulation or tenancy agreement.
2. Whether the landlord incurred damages as a result of the tenant's violation, if any.
3. Whether the landlord has substantiated the quantum of the damages or loss incurred as a result of the tenant's violation, if any.
4. Landlord's entitlement to retain all or part of the security deposit.
5. Award of the filing fee.

Background and Evidence

The tenant began residing in the rental unit January 29, 2008. The monthly rent was \$850.00 due on the 1st day of every month. The tenant had paid a \$425.00 security deposit on January 9, 2008. The landlord and tenant had participated in a move-in and move-out inspection together. The landlord prepared inspection reports and provided a copy to the tenant. The tenant vacated the rental unit June 30, 2008 although the keys were not returned to the landlord until July 1, 2008. The tenant had provided her forwarding address to the landlord on June 6, 2008.

When preparing the move out inspection report, the landlord was seeking authorization to deduct \$151.26 from the tenant's security deposit for repairs and cleaning of the unit. The tenant refused to authorize the deduction. The landlord made an application to retain all or part of the security deposit on July 15, 2008. In making an application for dispute resolution, the landlord sought additional damages of \$1,282.10 from the tenant for damages to flooring and late return of the rental unit key.

During the hearing, I heard considerable testimony concerning damage to the flooring that resulted from water leaking from the washing machine.

During the hearing, I was able to facilitate a mutual agreement between the parties with respect to compensation for the cleaning and damages. The tenant agreed to compensate the landlord \$151.26 for cleaning and repairs and pay for one-half of the filing fee, for a total of \$176.26. The landlord agreed to accept the tenant's offer in order to settle the matter.

Analysis

I find that the landlord complied with the requirement to either repay the security deposit or make an application for dispute resolution within the time limit imposed by section 38 of the Act.

I accept the mutual agreement reached between the parties, with the effect that it be binding upon both parties. As a mutual agreement was reached between the parties, I make no finding as to the liability for damages. The parties are precluded from bringing forward any future claim against the other party with respect to cleaning, repairs or damages to the rental unit.

Pursuant to the mutual agreement, I Order the landlord to refund to the tenant the following amount, forthwith:

Security deposit	\$ 425.00
Accrued interest	4.44
Less: authorized deduction	<u>(176.26)</u>
Monetary Order	<u>\$ 253.18</u>

To ensure payment of the amount ordered to be paid by the landlord, I enclose a Monetary Order with this decision for the tenant. The tenant must serve the Monetary Order upon the landlord and may file it in Provincial Court (Small Claims) to enforce as an Order of that court.

Conclusion

The parties reached a mutual agreement whereby the tenant will compensate the landlord \$151.26 plus one-half the filing fee paid for this application. As the landlords are holding the tenant's security deposit, the tenant is provided with a Monetary Order for the difference of \$253.18 including accrued interest.

September 19, 2008

Date of Decision
