



Dispute Resolution Services

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

Decision

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

Introduction

This hearing dealt with the landlord's application for a Monetary Order for compensation for unpaid rent, damages to the rental unit, damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit and recovery of the filing fee. Both parties appeared at the hearing and had an opportunity to be heard and respond to the other party's submissions.

Issue(s) to be Decided

1. Whether the landlord is entitled to compensation for unpaid rent, damages to the rental unit or any other damage or loss under the Act, regulation or tenancy agreement.
2. Amount of security deposit.
3. Award of the filing fee.

Background and Evidence

Upon hearing testimony from both parties, I make the following relevant findings concerning the tenancy. The tenancy commenced in April 1, 2005 and ended October 1, 2008. The tenancy agreement provides that rent of \$1,100.00 was payable monthly and a security deposit of \$550.00 was required from the tenant. A walk through was done at the commencement of the tenancy; however, a condition inspection report was not prepared by the landlord. At the end of the tenancy, the parties did not conduct a move-out inspection together despite the landlord's attempts to set up a date and time

with the tenant. Evidence of a move-out inspection report was not provided as evidence for the hearing.

I also heard undisputed testimony that the tenant provided the landlord with a forwarding address in writing via text message on October 11, 2008. The landlord filed an application for dispute resolution within 15 days of receiving the forwarding address.

The parties were in dispute as to the amount of security deposit paid by the tenant. The landlord provided documentary evidence of a receipt issued March 23, 2008 in the amount of \$200.00. The receipt was issued to the tenant's former partner who used to live in the rental unit. The tenant claims to have paid \$550.00 in cash.

The landlord testified that the issue of unpaid rent and utilities was resolved and the landlord was withdrawing that portion of the claim. The landlord was amending her application to seek recovery of damages to the rental unit and the filing fee.

The parties expressed a desire to settle the landlord's claims for damages in exchange for the amount of the tenant's security deposit, plus accrued interest, and one-half of the filing fee.

Analysis

During the hearing, the tenancy agreement and the security deposit receipt were reviewed. As the parties were informed, the tenancy agreement does not substantiate payment of a security deposit of \$550.00, rather it stipulates the amount that must be paid by the tenant within a certain amount of time. I found that the receipt was the best evidence of the amount of the security deposit actually paid by the tenant. Therefore, I found that the amount of the security deposit paid was \$200.00 on March 23, 2008.

I accept the mutual agreement reached between the parties and Order that it be binding upon the parties. The tenant's security deposit, plus accrued interest, totals \$206.61 as of today's date. The landlord is hereby authorized to retain \$206.61 in satisfaction of the landlord's claims for damages to the rental unit. In accordance with the terms of the mutual agreement, I also provide the landlord with a Monetary Order in the amount of \$25.00, representing one-half of the filing fee paid for this application. The tenant is Ordered to pay the landlord \$25.00. To ensure payment, the landlord may serve the tenant with the Monetary Order, which may also be enforced in Provincial Court.

As the parties have settled this matter, the tenant is precluded from making any future claim against the landlord with respect to her security deposit and the landlord is precluded from making a subsequent application against the tenant for damages or loss under the Act, regulation or tenancy agreement.

Conclusion

The landlord's claims were settled for \$206.61 and the landlord is authorized to retain the tenant's security deposit and accrued interest in satisfaction of this settlement. The tenant shall pay the landlord \$25.00 for the filing fee.

November 5, 2008

Date of Decision