



Dispute Resolution Services

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

Decision

Dispute Codes: MND, MNSD, FF

Introduction

This hearing dealt with an application from the landlord for a monetary order as compensation for cleaning and repairs to damage in the unit, retention of the security & pet deposits in partial satisfaction of the claim, and recovery of the filing fee. The landlord's agent and both tenants participated in the hearing and gave affirmed testimony.

During the hearing the landlord's agent stated that as all rent and the full pet deposit had been paid subsequent to the filing of this application, compensation for these was no longer being included in the application for a monetary order.

Issue to be Decided

- Whether the landlord is entitled to a monetary order under the Act

Background and Evidence

There were two written residential tenancy agreements in this landlord – tenant relationship: 1) August 4, 2006 to August 31, 2007 (later changed to October 31, 2007); and November 1, 2007 to April 30, 2008. In regard to the first agreement, rent in the amount of \$925.00 was payable in advance on the first day of each month, whereas in the second agreement monthly rent was \$1,000.00. A move-in condition inspection report was completed on August 4, 2006, at which time the unit was virtually brand new and had not previously been occupied.

A security deposit in the total amount of \$500.00 was paid in two installments: \$460.00 on August 4, 2006 and \$40.00 on November 11, 2007. A pet deposit in the total amount of \$500.00 was paid in two installments: \$250.00 on November 11, 2007 and \$250.00 on April 28, 2008.

This dispute arose from matters which included, but were not limited to, the tenants' stop payment of the rent cheque for April 2008, the failure of the tenants to provide the landlord in writing with a forwarding address, the need for cleaning, painting and various repairs in the unit following the departure of the tenants, and different understandings about the final disposition of the elevator fob keys and garage door openers.

During the hearing the parties exchanged perspectives on matters including those set out above, and sought to resolve the dispute.

Analysis

Pursuant to section 63 of the Act, through their conversation during the hearing the parties reached a settlement of the dispute. Specifically, the parties agreed as follows:

- that the landlord will retain the tenants' security and pet deposits including interest;
- that, further to the above, the tenants will pay \$1,000.00 to the landlord by no later than midnight, May 15, 2009;
- that the parties will communicate directly with each other in relation to negotiating a schedule for installment payments toward the above total;
- that the above particulars reflect full and final settlement of all aspects of the dispute for both parties.

Conclusion

Pursuant to the above agreement I hereby grant the landlord a monetary order under section 67 of the Act for **\$1,000.00**. This order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: March 24, 2009

Dispute Resolution Officer