



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

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for repairs to damage to the unit, unpaid rent, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to a monetary order under the Act, retention of the security deposit and recovery of the filing fee

Background and Evidence

Pursuant to a written residential tenancy agreement, the original term of tenancy was from June 1, 2008 to June 1, 2009. Rent in the amount of \$950.00 was payable on the first day of the month, and a security deposit of \$475.00 was collected on May 9, 2008.

By letter dated March 31, 2009, the tenant informed the landlord of his intention to vacate the unit by May 1, 2009. Subsequently, the parties agreed that the tenant would vacate the unit effective at 1:00 p.m., May 3, 2009; in association with this, the parties entered into a written agreement whereby the tenant agreed to pay a total of \$91.95 for this extended stay beyond the end of April 2009.

Further, the parties verbally agreed that the tenant would undertake to find new renters for the unit. Ultimately, however, prospective renters found by the tenant did not move in, and the landlord found renters to move in effective May 15, 2009.

During the hearing the parties exchanged views on the circumstances surrounding the dispute and undertook to achieve a resolution. The discussion centred around determining an apportionment of responsibility between the parties for costs incurred by the landlord for cleaning, rubbish removal, repairs and unpaid rent. There was no move-in inspection and report. Neither was there a move-out inspection and report. Discussion led to agreement whereby the tenant agreed to pay a share of the landlord's costs, as follows:

\$ 30.98 – carpet cleaning
\$ 14.30 – rubbish removal fees
\$ 50.00 – general cleaning in and around the unit
\$ 37.86 – window / screen replacement
\$350.00 – repairs to fence
\$191.53 – rent
\$ 25.00 – filing fee

Total: \$699.67

Analysis

Section 63 of the Act provides that the parties may undertake to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, in summary it was agreed as follows:

- that the landlord will retain the tenant's full security deposit of \$475.00;
- that the tenant will mail cheque payment to the landlord in the full amount of the balance owed which is \$224.67 (\$699.67 - \$475.00);

- that the tenant will deposit the above cheque into the mail by no later than midnight, Friday, August 14, 2009;
- that this comprises full and final settlement of all aspects of the dispute surrounding this tenancy for both parties.

Conclusion

Pursuant to the above agreement, I order the landlord to retain the tenant's full security deposit in partial satisfaction of the claim.

Further, pursuant to the above agreement and section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$224.67**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order of that Court.

DATE: July 27, 2009

Dispute Resolution Officer