



# **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 two applications: 1) from the tenant for return of the security deposit and recovery of the filing fee; 2) from the landlord for a monetary order as compensation for unpaid rent, parking fees / carpet cleaning / painting, 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.

This hearing was scheduled in response to the tenant's application. A separate hearing was scheduled to occur on September 2, 2009 in response to the landlord's application. At the outset of this hearing the parties agreed to both applications being heard together, thereby resulting in the cancellation of the hearing scheduled for September 2, 2009.

## **Issues to be decided**

- Whether the tenant is entitled to return of the security deposit and recovery of the filing fee
- 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 tenancy began on January 1, 2000. Currently, rent in the amount of \$800.00 was payable on the first day of the month, and a security deposit of \$395.45 was collected at the start of tenancy.

By letter dated April 14, 2009, the tenant informed the landlord of his intention to vacate the unit on May 15, 2009. Subsequently, the tenant paid only half of the rent for May in the amount of \$400.00. Following this, the landlord issued a 10 day notice to end tenancy for unpaid rent dated May 5, 2009, which was posted on the tenant's front door on that same date. A copy of the notice was submitted in evidence.

The tenant did not pay the overdue rent or apply for dispute resolution within 5 days of receiving the notice. The unit keys were returned to the landlord on or about May 14, 2009 and the landlord's agent states that the unit was re-rented effective June 1, 2009.

In addition to seeking recovery of the unpaid portion of May's rent, the landlord seeks to recover four months worth of unpaid parking, a portion of the costs for carpet cleaning and painting in the unit following the tenant's departure.

During the hearing the parties exchanged views on the circumstances surrounding the dispute and undertook to find some resolution.

### **Analysis**

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that both parties withdraw their respective applications for recovery of the filing fee;
- that the tenant agrees to pay the landlord \$952.95, which is comprised of:
  - o \$400.00 (unpaid rent for May 2009)
  - o \$80.00 (unpaid parking in the amount of \$20.00 per month for each of June, July, August & September 2007)
  - o \$82.95 (carpet cleaning)
  - o \$390.00 (painting)

- that the tenant's security deposit of \$395.45 plus accrued interest of \$34.71 (total: \$430.16) will be applied against the landlord's claim, and that the tenant will pay the outstanding balance owed to the landlord in the amount of **\$522.79** (\$952.95 - \$430.16);
- that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I hereby order the landlord to retain the tenant's security deposit plus interest in the total amount of **\$430.16**.

I also hereby issue a monetary order in favour of the landlord in the amount of **\$522.79**, and order the tenant to FORTHWITH pay this amount to the landlord. 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 16, 2009

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Dispute Resolution Officer