



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MND, MNR, MNSD, LRE, RPP, FF

Introduction

This hearing was scheduled in response to cross applications.

The Landlord submitted an Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid utilities; a monetary Order for damage to the rental unit; to retain all or part of the security deposit and pet damage , and to recover the filing fee from the Tenant for the cost of this Application for Dispute Resolution.

The Tenant submitted an Application for Dispute Resolution, in which the Tenant has made application for a monetary Order for money owed or compensation for damage or loss; for the return of all or part of the security deposit and pet damage deposit; for an Order restricting the Landlord's right to enter the rental unit; and for an Order requiring the Landlord to return personal property. At the hearing the Tenant withdrew the application for an Order restricting the Landlord's right to enter the rental unit, as they have vacated the rental unit.

Both parties were represented at the hearing.

Residential Tenancy Branch
Ministry of Housing and Social Development

In the Tenant's Application for Dispute Resolution the Tenant declared that the Tenant was seeking a monetary Order in the amount of \$2,200.00. At the hearing the Tenant stated that the \$2,200.00 represented the return of the security deposit and pet damage deposit that had been paid.

At the hearing the Tenant declared that the Tenant was also seeking financial compensation for personal property that was damaged or missing due to the actions of the Landlord. On August 11, 2009 the Tenant submitted a letter in which the Tenant indicated that she wished to apply for compensation for damage or loss that was incurred due to "the carelessness of property by the landlord" and that she wished to increase the amount of her monetary claim to \$5,330.00.

The Tenant stated that she was claiming \$3,130.00 for loss and/or damage to personally property belonging to persons who occupied the rental unit during this tenancy. The Tenant stated that a list of the damaged/lost property had been submitted in evidence with the package that was received by the Residential Tenancy Branch on August 11, 2009. The Landlord acknowledged that they received a copy of this list, which was labeled T2, however that list was not included in the package that was made available to me for this hearing.

The Tenant was advised that the Tenant's application for compensation for personal property that was damaged/lost during this tenancy would not be considered at this hearing as the full particulars of this aspect of the monetary claim were not clearly outlined in the Application for Dispute Resolution, as required by section 59(2) of the Act. In reaching the conclusion, I note that the Tenant did not amend the original Application for Dispute Resolution. Although the Tenant indicated her desire to amend the amount of her monetary claim at the bottom of a letter, I do not find that this constitutes proper notice of an amendment. I therefore find that it would be prejudicial to the Landlord to consider this aspect of the Tenant's monetary claim at this hearing. The Tenant was advised that she had the right to file another Application for Dispute Resolution to claim for damage/loss to personal property.

Issue(s) to be Decided

The issues to be decided in relation to the Landlord's application are whether the Landlord is entitled to a monetary order for cleaning the rental unit, for repairing damage to the rental unit; for an unpaid utility bill; to retain all or part of the security deposit and pet damage deposit; and to recover the filing fee for the cost of this Application for Dispute Resolution.

The issues to be decided in relation to the Tenant's application are whether the Tenant is entitled to the return of the security deposit and pet damage deposit; whether there is a need for an Order requiring the Landlord to return personal property belonging to the tenants.

Background and Evidence

The Landlord and the Tenant agree that this tenancy began on May 01, 2008; that the Tenant was required pay monthly rent of \$2,200.00; that the Tenant paid a security deposit of \$1,100.00 on May 01, 2008; and that the Tenant paid a pet damage deposit of \$1,100.00 on January 10, 2009. The parties agree that they mutually agreed to end this fixed term tenancy on June 30, 2009 and that rent had been paid for June of 2009.

The Landlord and the Tenant agree that the rental unit was cleaned by the Landlord on, or about, June 28, 2009, which is two days prior to the acknowledged end date of the tenancy. Both Landlords stated that the cleaning was commenced on that date because they believed that the Tenants had abandoned the rental unit. The Tenants contend that one of the occupants of the rental unit intended to clean the rental unit and to remove all of the personal property from the rental unit male prior to June 30, 2009. The Landlord is seeking compensation for the cost of cleaning the rental unit and for removing personal property from the rental unit.

The Landlord is also seeking compensation for an unpaid utility bill, which the Tenant acknowledged was owing.

The Tenant is seeking the return of whatever property is still in the Landlord's possession. The Tenant indicated that they may file another Application for Dispute Resolution claiming for financial compensation for missing/damaged property.

After considerable discussion about the merits of the two Applications for Dispute Resolution, the Landlord and the Tenant agreed to mutually resolve these disputes under the following terms:

- The Landlord will return all of the Tenant's personal property that is currently being stored by the Landlord
- The Tenant will contact the Landlord to arrange a date and time to pick up the personal property that is on, or before, September 15, 2009
- The Landlord mail a cheque, in the amount of \$2,000.00, to the Tenant with the initials "L.C." at an address provided to the Landlord during the hearing
- The Landlord will mail this payment on, or before, August 31, 2009

Residential Tenancy Branch
Ministry of Housing and Social Development

- The parties agree that this settlement resolves all issues in relation to the tenancy, including money owed to either party, damages or losses incurred by either party, and any issues related to the security deposit or pet damage deposit.

Conclusion

Based on the mutual agreement to settle this dispute, I find that the Tenant with the initials "L.C." is entitled to a monetary Order, in the amount of \$2000.00. In the event that the Landlord does not pay this Tenant \$2,000.00 prior to September 01, 2009, this Order may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 14, 2009.

Dispute Resolution Officer