



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 damage to the unit, unpaid rent, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee. The landlord and the tenant's agent (mother) both participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to any or all of the above

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on March 1, 2007. Rent in the amount of \$675.00 was payable on the first day of the month, and a security deposit of \$325.00 was collected on March 1, 2007.

The tenant provided the landlord with an unsigned written notice dated March 13, 2009 of his intent to vacate the unit on March 14, 2009. Subsequently, the tenant withheld \$150.00 from full payment of rent for April. The landlord seeks compensation which includes, but is not limited to, the portion of April's rent which remains unpaid, a portion of the cost for removal & replacement of current floor covering (which he claims is unsalvageable due to damage from burns and stains), a portion of the cost for replacement of a used fridge and stove which he claims sustained damage which is beyond normal wear and tear, cleaning required throughout the unit to remove stains and the smell of marijuana, recovery of costs incurred for developing photos taken of the inside of the unit, and recovery of the filing fee.

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

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, it was agreed as follows:

- that the tenant will make direct deposit payment by installments to the landlord in the gross total amount of \$1,700.00;
- that the above amount will be reduced by the amount of the security deposit of \$325.00 plus interest of \$9.03 (total: \$334.03) leaving a net amount owing of \$1,365.97 (\$1,700.00 - \$334.03), and that a monetary order will be issued in favour of the landlord to this effect;
- that the above payment will be made by way of installments by the dates and in the amounts, as follows:
 - o September 1, 2009: **\$250.00**
 - o October 1, 2009: **\$250.00**
 - o November 1, 2009: **\$250.00**
 - o December 1, 2009: **\$250.00**
 - o January 1, 2010: **\$250.00**
 - o February 1, 2010: **\$115.97**

- that the tenant will make the above installments by way of direct deposit into the landlord's bank account, according to the account particulars to be e-mailed by the landlord to the tenant's agent;
- that the above particulars comprise full and final settlement of all aspects of the dispute related to this tenancy for both parties.

Conclusion

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

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$1,365.97**. 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: August 5, 2009

Dispute Resolution Officer