

Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with the tenant's application for return of the security deposit and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to either or both of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the term of tenancy was for one year from June 1, 2008. Rent in the amount of \$1,165.00 was payable in advance on the first day of each month, and a security deposit of \$582.50 was collected on May 19, 2008. A move-in condition inspection and report were completed by the parties on June 1, 2008.

As for the move-out condition inspection, the parties appear to have agreed that this would take place on June 1, 2009 at around 11:30 a.m. However, by way of e-mail dated May 31, 2009, the tenant informed the landlord that she would be leaving town later that same day (May 31, 2009). Ultimately, it is understood that the tenant did not actually leave town until June 1, 2009 but, in any event, by the time the landlord arrived at the unit on June 1, 2009, the tenant had left. In the result, the parties did not complete a move-out condition inspection and report together. Finally, neither is there evidence of a move-out condition inspection report completed and signed by the landlord.

The tenant acknowledges the landlord's claim that some additional cleaning was required in the unit after she had vacated. However, the tenant objects mainly to the

landlord's position which is that she is responsible for the better part of two plumbing bills paid by the landlord during the tenancy, one of which is over \$500.00 and when combined total \$640.98.

The landlord acknowledged receiving the tenant's forwarding address from her in writing sometime in July 2009. No application for dispute resolution was filed by the landlord.

During the hearing the parties exchanged views on the circumstances surrounding the dispute and undertook to achieve 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. Specifically, it was agreed as follows:

- that the landlord will mail cheque payment to the tenant in the full amount of **\$482.50**;
- that the cheque will be put into the mail by no later than **midnight, Thursday, November 26, 2009**;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

For the information of the parties, the full text of the Residential Tenancy Act, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

In the circumstances of this dispute, the attention of the parties is drawn particularly to the following sections of the Act:

Section 23: Condition inspection: start of new tenancy or new pet

Section 24: Consequences for tenant and landlord if report requirements not met

Section 32: Landlord and tenant obligations to repair and maintain

Section 33: Emergency repairs

Section 35: Condition inspection: end of tenancy

Section 36: Consequences for tenant and landlord if report requirements not met

Section 37: Leaving the rental unit at the end of a tenancy

Section 38: Return of security deposit and pet damage deposit

Conclusion

Following from all of the above and pursuant to section 67 of the Act, I hereby order the landlord to FORTHWITH mail cheque payment to the tenant in the amount of **\$482.50**.

DATE: November 24, 2009

Dispute Resolution Officer