

Decision

Dispute Codes: MND, MNR, MNSD, FF

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent, repair to damage to the unit, retention 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 landlord is entitled to any of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on April 14, 2007. Rent in the amount of \$680.00 was payable on the first day of the month, and a security deposit of \$325.00 was collected on April 15, 2007. There was neither a move-in condition inspection and report, nor a move-out condition inspection and report completed by the parties.

The landlord issued a 1 month notice to end tenancy for cause dated May 30, 2009. The date shown on the notice by when the tenant must vacate the unit is June 30, 2009. Subsequently, the tenant gave written notice dated June 24, 2009, of his intent to vacate the unit effective July 15, 2009. Following this, the tenant did vacate the unit on or about July 15, 2009. At the end of tenancy the landlord determined there was damage to the carpet and a broken window latch, both of which he considers occurred during the tenancy.

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 of the dispute. Specifically, it was agreed as follows:

- that the landlord will retain the tenant's full security deposit plus all interest accrued since its collection;
- that the above agreement comprises full and final settlement of all aspects of any dispute arising from this tenancy for both parties.

Conclusion

Following from the above agreement, I hereby order that the landlord retain the tenant's full security deposit plus all interest accrued since its collection.

DATE: November 2, 2009

Dispute Resolution Officer