

Decision

Dispute Codes: MND, MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage to the unit, unpaid rent or utilities, damage or loss under the Act, regulation or tenancy agreement, 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 or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written residential tenancy agreement, the month-to-month tenancy began on or about December 23, 2008. Rent in the amount of \$750.00 was payable in advance on the first day of each month. A security deposit of \$375.00 was collected on or about December 23, 2008. By e-mail dated September 24, 2009, the tenants gave notice of their intent to vacate the unit effective October 31, 2009. Following the end of tenancy a dispute arose between the parties in relation to determining responsibility for an oil bill, cleaning in the unit and repairs to damage.

During the hearing the parties very respectfully undertook to explore options for achieving a resolution.

Analysis

Section 63 of the Act provides that the parties may attempt 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 withhold \$313.64 from the security deposit;
- that the above amount is comprised of \$288.64 for the oil bill, and half the filing fee of \$25.00;
- that the landlord will repay to the tenants the balance of \$61.36 (\$375.00 – \$313.64);
- that the landlord's cheque payment for the above amount will be put into the mail by no later than midnight, February 16, 2010;
- that the above agreement reflects resolution of all matters of dispute arising from this tenancy for both parties.

Conclusion

Pursuant to the above agreement, I hereby order that the landlord may withhold \$313.64 from the tenants' security deposit.

I hereby further order the landlord to mail cheque payment to the tenants in the full amount of \$61.36 by no later than midnight, February 16, 2010.

DATE: February 16, 2010

Dispute Resolution Officer