

Decision

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage to the unit, compensation for 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. All of the evidence was carefully considered.

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 tenancy agreement, the original 6 month fixed term of tenancy was from January 1 to June 30, 2007. Thereafter, tenancy continued on a month-to-month basis. Rent in the amount of \$809.00 was payable in advance on the first day of each month. A security deposit of \$375.00 was collected on December 15, 2006. A move-in condition inspection and report were completed by the parties on December 28, 2006.

In the absence of written notice, the tenant vacated the unit on May 31, 2009. The tenant testified that she returned the keys to the unit and informed the landlord of her forwarding address at that same time. The tenant states there was no conversation with the landlord about completing a move-out condition inspection and report, but that the landlord knew how to contact her. Subsequently, without the participation of the tenant the landlord completed a move-out condition inspection and report dated June 17, 2009.

There is no information in evidence as to whether the unit was re-rented following the end of this tenancy and, if it was, when new renters took possession.

Further, a copy of the invoice submitted in evidence for overall costs incurred for cleaning and repairs to damage is devoid of details for specific costs.

During the hearing the parties very respectfully exchanged views on some of the circumstances surrounding the dispute and undertook to achieve 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 retain the tenant's security deposit in the full amount of \$375.00;
- that, further to the above, a monetary order will be issued in favour of the landlord in the full amount of \$680.00; that this amount is calculated as follows:
 - i) \$400.00 - tenant's share of rent for June 2009
 - ii) \$630.00 - tenant's share of costs shown for cleaning & repairs
 - iii) \$25.00 - tenant's share of the filing fee

Sub-total: \$1,055.00

Minus the tenant's security deposit of \$375.00

Balance: \$680.00 (\$1,055.00 - \$375.00)

- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Pursuant to the above agreement, I hereby order the landlord to retain the tenant's security deposit of **\$375.00**.

Following from the above agreement and pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$680.00**. 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: April 8, 2010

Dispute Resolution Officer