

## **Decision**

**Dispute Codes:** MND, MNDC, 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, in addition to 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 tenancy agreement, the fixed term of tenancy was from September 1, 2007 to September 1, 2009. Rent in the amount of \$1,400.00 was payable in advance on the first day of each month. A security deposit of \$675.00 was collected near the outset of tenancy. While the parties undertook a walk-through of the unit at the start of tenancy, there was no move-in condition inspection report completed.

Tenancy ended effective April 30, 2009. The parties were unable to agree in their recollections around what arrangements had been made for scheduling a move-out condition inspection. However, for whatever reasons neither a walk-through nor, a move-out condition inspection report were completed.

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 tenant will mail cheque payment to the landlord in the full amount of \$223.33 (landlord's cost for carpet cleaning);
- that the above cheque will be put into the mail by no later than midnight, Wednesday, April 21, 2010;
- that the landlord withdraws all other aspects of his application, including recovery of the filing fee;
- that following the tenant's receipt of this decision, she will undertake to collect \$1,417.87, which was paid by the landlord and which is currently being held by the small claims court;
- that following the tenant's collection of \$1,417.87, as above, the tenant will FORTHWITH undertake to remove the lien placed against the landlord's property;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

### **Conclusion**

I hereby order the parties to comply with the terms of the settlement reached between them, as above.

DATE: April 19, 2010

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Dispute Resolution Officer