

Decision

Dispute Codes: MND, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage to the unit, 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 either or both of the above under the Act

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on October 29, 2001, at which time the unit was brand new. Rent in the amount of \$375.00 was payable in advance on the first day of each month. A security deposit of \$300.00 was collected near the outset of tenancy. No formal move-in condition inspection report was completed.

After providing notice, the tenant vacated the unit on March 31, 2009. While the tenant cannot recall being informed of a move-out condition inspection, the landlord testified that a couple of different times were proposed but the tenant did not commit to participating. In the result, a move-out condition inspection report was completed in the absence of the tenant on April 2, 2009. The landlord testified that the tenant verbally consented to having the security deposit applied against costs incurred by the landlord for cleaning, repairs and removal of refuse.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution. While the tenant did not dispute his receipt of at least three different letters from the landlord related to

attempting to settle the debt (September 22, October 5 & 16, 2009) he identified the challenge he faces on a limited income.

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 authorize automatic monthly debiting of his bank account in favour of the landlord;
- that the landlord will mail the necessary documentation to the tenant, in which the tenant will be able to identify his bank branch, his account number, the amount to be debited each month, and the regular monthly date of debiting.
- that in the meantime a monetary order will be issued in favour of the landlord for the outstanding debt.

As the landlord has succeeded in this application, I find that the landlord is entitled to recover the \$50.00 filing fee.

As for the monetary order, I find that the landlord has established a claim of \$2,558.57. This is comprised of \$2,508.57 for the combined costs of cleaning, repairs and removal of refuse, in addition to the \$50.00 filing fee.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of \$2,558.57. 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: May 11, 2010

Dispute Resolution Officer

