

Decision

Dispute Codes: MNR, MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for unpaid rent or utilities, compensation for damage to the unit, site or property, retention of the security / pet damage deposits, 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 tenancy agreement, the 5 month fixed term of tenancy was from September 1, 2009 to January 31, 2010. Monthly rent was \$1,300.00, and a security deposit of \$650.00, in addition to a pet damage deposit of \$650.00 were collected on or about August 31, 2009. A move-in condition inspection and report were completed by the parties on August 23, 2009.

In September 2009, a problem with the washing machine led to flooding in the unit. Thereafter, certain repairs were required to be undertaken in the unit while the tenants continued to reside there. During an inspection of the unit, the landlord determined there were more pets in the unit than had originally been agreed to between the parties. Further, the landlord found what he considered to be excessive wear and tear to the unit, particularly in view of what had at that point been a relatively short tenancy.

Arising from rent which was unpaid when due on November 1, 2009, the landlord issued a 10 day notice to end tenancy for unpaid rent. A copy of the notice is not in evidence. Ultimately, November's rent was not paid and the tenants vacated the unit at the end of

November 2009. Together, the parties completed a move-out condition inspection and report at the end of tenancy. The landlord testified that repairs to the unit were unable to be completed until sometime during December 2009.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and persevered in attempting to achieve a resolution.

Analysis

The full text of the Act, regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca/

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 led to a resolution. Setting aside some aspects of the claim set out in his original application, settlement discussions led to the landlord's narrowed proposal for compensation as follows:

\$1,300.00: rent for November 2009

\$1,421.57: replacement costs for damage leather sofa

\$169.88: utilities

\$50.00: filing fee

Subtotal: \$2,941.45

When reduced by the combined amount of the security / pet damage deposits of \$1,300.00, a balance owing remains of \$1,641.45 (\$2,941.45 - \$1,300.00). The landlord proposed rounding the above total down to \$1,500.00. The tenants agreed to the proposal to pay the landlord \$1,500.00, and also agreed to waive the option to later file their own application for dispute resolution in relation to this tenancy.

Following are the specific terms of the settlement agreement reached between the parties during the hearing:

- that the landlord will retain the tenants' combined security / pet damage deposits of \$1,300.00 (\$650.00 + \$650.00);
- that, further to the above, the tenants will pay the landlord \$1,500.00, and that a monetary order will be issued in favour of the landlord to this effect;
- that the above total will be paid to the landlord by way of 12 monthly installments, each in the amount of \$125.00 ($\$1,500.00 \div 12$);
- that payments will be made by certified cheque, bank draft or money order;
- that payments will be mailed to the landlord such that he will be in receipt of payment by no later than the 15th of each month; where the 15th of the month falls on a weekend or holiday, the landlord must be in receipt of the payment by no later than the next business day;
- that, pursuant to the above schedule, the first payment will be made in July 2010, and the last payment will be made in June 2011;
- that the tenants waive their option to file an application for dispute resolution in regard to any dispute arising from this tenancy;
- 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 issue a monetary order in favour of the landlord in the amount of **\$1,500.00**. Should it be necessary, this order may be served on the tenants, filed in the Small Claims Court and enforced as an order of that Court.

DATE: June 22, 2010

Dispute Resolution Officer

