

## **Decision**

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

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order as compensation for unpaid rent, 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.

### **Issues to be decided**

- Whether the landlord is entitled to any of the above under the Act

### **Background and Evidence**

A copy of the written tenancy agreement is not in evidence for the fixed term of tenancy from August 1, 2008 to July 31, 2009. Rent in the amount of \$1,750.00 was payable in advance on the first day of each month. A security deposit of \$900.00 was collected on or about July 15, 2008. Neither a move-in nor a move-out condition inspection report were completed and signed by the parties at the beginning or end of tenancy.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute, and undertook to achieve a resolution of the landlord's application for a monetary order.

### **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/](http://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 during the hearing

led to a resolution of certain aspects of the landlord's claim. Specifically, it was agreed as follows:

- that the tenant is fully responsible for the following aspects of the landlord's claim:
  - i) **\$3,900.00\***: unpaid rent (*May* - \$400.00, *June* - \$1,750.00, *July* - \$1,750.00);
  - ii) **\$170.00**: carpet cleaning;
  - iii) **\$110.00**: general cleaning throughout the unit;
  - iv) **\$100.00**: removal / storage of possessions left behind in the unit;
  - v) **\$100.00**: removal / storage / disposal of possessions left behind in the storage unit assigned to the unit;
  - vi) **\$35.00**: replacement of remote control.

Total: \$4,415.00

In the absence of either a move-in or move-out condition inspection report, the landlord's application for compensation related to plumbing for a leak in the kitchen, miscellaneous cleaning supplies, and carpet damage, are hereby dismissed.

As the landlord has achieved some success in this application, I find the landlord is entitled to recovery of the \$50.00 filing fee.

As for the monetary order, I find that the landlord has established a claim of \$4,465.00. This is comprised of the amount of \$4,415.00, which was agreed to between the parties during the hearing as set out above, in addition to the \$50.00 filing fee. I order that the landlord retain the security deposit of \$900.00 plus interest of \$6.27 (total: \$906.27) and I grant the landlord a monetary order under section 67 of the Act for the balance owed of \$3,558.73 (\$4,465.00 - \$906.27).

**Conclusion**

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of **\$3,558.73**. 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: June 16, 2010

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Dispute Resolution Officer