

## **Decision**

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

### **Introduction**

This hearing dealt with an application by the landlords for a monetary order as compensation for unpaid rent, compensation for damage to the unit, 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 landlords are entitled to any or all of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on May 1, 2009. Rent in the amount of \$800.00 was payable in advance on the first day of each month. A security deposit of \$400.00 was collected at the outset of tenancy. Approximately 4 months after the start of tenancy, on September 2, 2009 a move-in condition inspection report was completed.

On November 24, 2009, the tenants gave written notice of their intent to end the tenancy effective December 15, 2009. By way of cheque dated December 1, 2009, the tenants paid one half month's rent in the amount of \$400.00. A move-out condition inspection and report were not completed. When the landlords inspected the unit after the end of tenancy, they determined that remedial work was required in places where the tenants had undertaken their own repairs to holes in the walls.

The landlords seek the following compensation:

\$400.00: rent for the period from December 16 to 31, 2009.

\$46.80: hydro for the period from November 26 to December 15, 2009.

\$130.00: repairs and painting of walls.

\$50.00: filing fee

Total: \$626.80

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute, and persevered in undertaking 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/](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. Specifically, it was agreed as follows:

- that the landlords will retain the tenants' full security deposit of \$400.00;
- that the tenants will mail cheque payment to the landlords for \$30.00;
- that the above cheque will be put into the mail by no later than midnight, Thursday, June 3, 2010;
- 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 agreement reached between them during the hearing, as set out above.

DATE: June 2, 2010

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Dispute Resolution Officer