

## **Decision**

**Dispute Codes:** OPR / OPC, MND, MNR, MNDC, RR, MNSD, FF,

### **Introduction**

This hearing dealt with two applications:

- i) by the landlords for an order of possession, a monetary order as compensation for unpaid rent, compensation for damage to the unit, site or property, compensation for damage or loss under the Act, regulation or tenancy agreement, retention of the security deposit, and recovery of the filing fee;
- ii) by the tenant for a monetary order as compensation for the cost of emergency repairs, compensation for damage or loss under the Act, regulation or tenancy agreement, return of the security deposit, permission to reduce rent for repairs, services or facilities agreed upon but not provided, and recovery of the filing fee.

Both parties participated in the hearing and gave affirmed testimony.

### **Issues to be decided**

- Whether either party is entitled to any 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 26, 2009 to March 31, 2010. Rent in the amount of \$1,250.00 was payable in advance on the first day of each month. A security deposit of \$625.00 was collected on October 1, 2009. A walk-through of the unit was undertaken by the parties at the outset of tenancy, however, a move-in condition inspection report showing the signatures of both parties is not in evidence.

The tenancy ended on March 31, 2010. While the parties completed a walk-through of the unit at the end of tenancy, a move-out condition inspection report showing the signatures of both parties is not in evidence.

During the hearing the parties respectfully exchanged views on some of the circumstances surrounding numerous aspects of the dispute, and persevered in attempting to achieve a resolution. Matters discussed included, but were not limited to, the following: the impact of water damage and related repairs on the value of the tenancy; whether there was smoking in the unit and, if so, its impact on the interior of the unit and the value of the tenancy; the equitable apportionment of responsibility for utilities; whether there was a breach of the right to quiet enjoyment and, if so, the determination of a fair quantum of compensation; the impact of insurance coverage on any proposals / counter-proposals for settlement of the dispute, and so on.

### **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 mail cheque payment to the tenant in the full amount of half the security deposit which is \$312.50 ( $\$625.00 \div 2$ );

**NOTE:** while the parties agreed in principle that the security deposit would be divided evenly between them as the crux of their agreement to settle, the amount mistakenly identified during the hearing was \$325.00. Accordingly, if the landlords' cheque for \$325.00 has already been put into the mail by the time this decision is received, the tenant is hereby ordered to reimburse the landlords in the amount of \$12.50 (\$325.00 - \$312.50).

- that the above cheque will be put into the mail by no later than midnight, Friday, June 18, 2010;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties, such that
  - \* all aspects of their respective current applications for dispute resolution are withdrawn, and
  - \* both parties waive any entitlement to further application(s) for dispute resolution which bear either direct or indirect relationship to this tenancy.

### **Conclusion**

I hereby order both parties to comply with the agreement reached between them during the hearing, as set out in detail above.

DATE: June 15, 2010

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Dispute Resolution Officer