

## **Decision**

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

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order as compensation for unpaid rent, retention of the security deposit, and recovery of the filing fee. Both parties participated and / or were represented 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

### **Background and Evidence**

Pursuant to a written tenancy agreement, the fixed term of tenancy was from December 1, 2009 to May 31, 2010. Rent in the amount of \$950.00 was payable in advance on the second day of each month. A security deposit of \$475.00 was collected near the outset of tenancy.

The tenants informed the landlord of their wish to end the tenancy effective April 30, 2010, or one month before the end of the fixed term. While the parties appear to have reached a verbal agreement in this regard, a "Mutual Agreement to End a Tenancy" agreement was not completed. The tenants vacated the unit on or about April 11, 2010 and new renters took possession effective May 1, 2010.

The tenants' rent cheque for April was NSF. The tenants take the position that a reduction in rent is justified for April as a result of termites found in the unit during the tenancy; the tenants acknowledge they did not apply for dispute resolution in order to seek authority to reduce rent. The tenants do not dispute that they still owe money to the landlord for utilities.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution. As part of this process, the landlord's agent took a time-out to consult directly with the landlord (owner) on another line.

### **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 landlord has established entitlement as follows:

- i) \$475.00: ½ month's rent for April
- ii) \$40.73: Terasen utility for February
- iii) \$19.58: Terasen utility for March
- iv) \$162.64: Fortis utility for March
- v) \$54.89: Fortis utility for April
- vi) \$16.62: Terasen utility for April
- vii) \$1.46: Terasen utility for April
- viii) \$25.00: NSF fee
- ix) \$50.00: filing fee

Sub-total: \$845.92

- that the above entitlement is offset by credits in favour of the tenants as follows:

- i) \$475.00: security deposit

ii) \$70.00: motel allowance

Sub-total: \$545.00

- that the outstanding balance owed to the landlord is therefore \$300.92 (\$845.92 - \$545.00), and that a monetary order will be issued in favour of the landlord to that effect;
- that the tenants will make cash payment to the landlord in care of the landlord's agent in the full amount of \$300.92;
- that the above payment will be made at the office of the landlord's agent during regular office hours which are from 9:00 a.m. to 4:00 p.m.;
- that the above payment will be made by not later midnight, Thursday, June 24, 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 both parties undertake to make no further application(s) for dispute resolution in association with this tenancy.

### **Conclusion**

Following from the above agreement and pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the landlord in the amount of \$300.92. 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 18, 2010

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Dispute Resolution Officer