

## **Decision**

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

### **Introduction**

This hearing dealt with 2 applications: i) by the landlord for a monetary order as compensation for damage to the unit, site or property / retention of the security deposit / and recovery of the filing fee; ii) by the tenant for the double return of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

As a preliminary matter, the tenant requested that this hearing be adjourned, and that the landlord's application be heard at the same time as his own application, scheduled to be heard on September 22, 2010. The tenant's request was denied and the tenant ultimately consented to have both applications heard together during this hearing. The hearing scheduled for September 22, 2010 is therefore now cancelled.

### **Issues to be decided**

- Whether either party is entitled to any of the above under the Act

### **Background and Evidence**

Pursuant to a written tenancy agreement, the month-to-month tenancy began on July 1, 2009. Rent in the amount of \$640.00 was payable in advance on the first day of each month. A security deposit of \$300.00 was collected near the outset of tenancy. A move-in condition inspection and report were completed by the parties.

The tenancy ended effective March 31, 2010, following notice provided by the tenant. The parties did not complete a move-out condition inspection and report together. Rather, these were completed by the landlord in the tenant's absence.

The landlord determined that certain cleaning and repairs were required in the unit following the end of tenancy, and the associated costs form the basis of his application. Some of these costs have been incurred, while others of these costs are estimates.

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

### **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 will retain the tenant's full security deposit of \$300.00;
- that the tenant will issue cheque payment to the landlord in the amount of \$160.00;
- that the above cheque will mailed to the landlord at his address as shown on the landlord's application for dispute resolution;
- that the above cheque will be put into the mail by no later than midnight, Monday, August 30, 2010;
- that the above particulars comprise full and final settlement of aspects of the disputes arising from this tenancy for both parties, and
- once again, that the hearing scheduled for September 22, 2010 is cancelled.

### **Conclusion**

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of \$160.00. 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: August 13, 2010

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Dispute Resolution Officer