

## **Decision**

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

### **Introduction**

This hearing dealt with an application 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. Both parties participated 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 original fixed term of tenancy was from February 1, 2008 to January 31, 2009. Thereafter, tenancy continued on a month-to-month basis until March 31, 2010. Rent in the amount of \$1,200.00 was payable in advance on the first day of each month. A security deposit of \$600.00 was collected on December 21, 2007. Both, a move-in and move-out condition inspection / report were completed by the parties.

The landlord's claim for compensation arises out of damage to the surface of the kitchen stove top, and damage to a limited area of laminate flooring (blistering) immediately inside the front entrance to the unit.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook 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 tenants will pay \$300.00 to the landlord in acknowledgement of damage to the surface of the kitchen stove top;
- that the tenants will pay \$300.00 to the landlord in acknowledgement of damage to a limited area of laminate flooring (blistering) immediately inside the front entrance to the unit;
- that the tenants will pay \$245.50 to the landlord for the combined cost of carpet cleaning (\$60.00) and general cleaning in the unit (\$185.50);
- that the tenants will pay \$25.00 to the landlord in consideration of half the filing fee;

Sub-total: \$870.50

- that the landlord will retain the tenants' security deposit of \$600.00, plus interest of \$9.27 (total: \$609.27), leaving a balance owed to the landlord of \$261.23 (\$870.50 - \$609.27);
- that the tenants will make payment to the landlord in the amount of \$261.23 by way of certified cheque;
- that the tenants will put the above certified cheque into the mail to the landlord by no later than midnight, Tuesday, August 31, 2010;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

### **Conclusion**

The parties are hereby ordered to comply with the terms of the settlement agreement reached between them during the hearing, as set out above.

I hereby issue a **monetary order** in favour of the landlord in the amount of **\$261.23**. 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: August 4, 2010

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Dispute Resolution Officer