



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, FF

### Introduction

This hearing was scheduled to deal with the landlord's application for a Monetary Order for damage to the rental unit; damage or loss under the Act, regulations or tenancy agreement; retention of the security deposit; and, recovery of the filing fee. Both parties were represented during the hearing and were provided the opportunity to be heard and to respond to submissions of the other party. Both parties confirmed service of documents upon them.

### Issues(s) to be Decided

1. Has the landlord established an entitlement to compensation from the tenant for damage to the rental unit and damage or loss under the Act, regulations or tenancy agreement?
2. Can the parties reach a mutual resolution to this dispute and any other disputes related to this tenancy?

### Background and Evidence

The parties provided the following undisputed evidence. The tenancy commenced October 1, 2009 and ended March 31, 2010. The tenants were required to pay rent of \$1,100.00 per month and had paid a \$550.00 security deposit at the beginning of the tenancy. The landlord prepared and provided the tenants with a move-in condition inspection report but a condition inspection report was not prepared at the end of the tenancy. The tenancy ended pursuant to the issuance of a 2 Month Notice to End

Tenancy for Landlord's Use of Property. The landlord had indicated the reason the tenancy was ending was because the landlord would be occupying the rental unit. The landlord did not move into the rental unit after the tenancy ended and the house was sold.

The landlord testified that the tenants damaged the walls which required them to be patched and re-painted and dented the hardwood flooring. The landlord explained he had performed most of the repair work himself except the hardwood floors were not repaired. The landlord could not confirm that he suffered a loss in value of the house due to the dent in the hardwood floor. Upon enquiry, the landlord explained that he calculated the amount of damages as \$1,650.00 as this is the sum the tenant is seeking from the landlord for one month's compensation for the Notice to End Tenancy and the security deposit.

The tenant acknowledged that during the tenancy there a dent in the hardwood floor and that some additional drywall repair was required. The tenant estimated that the amount of security deposit would cover the damage caused to the rental unit.

The parties were informed of the tenant's entitlement to compensation under section 51 of the Act where a landlord issues a Notice to End Tenancy for Landlord's Use of Property, including a tenant's right to claim two additional months of rent where the landlord does not fulfill the reason for ending the tenancy as stated on the Notice.

Upon discussion of the rights and obligations of landlords and tenant, the parties were able to reach a final and binding settlement agreement during this hearing that I record as follows:

1. The tenant authorizes the landlord to retain the security deposit for damages caused to the rental unit during the tenancy.

2. The landlord will pay and the tenant will accept \$1,100.00 in final settlement of any compensation owed the tenant under section 51 of the Act.
3. The tenant will be provided a Monetary Order in the amount of \$1,100.00 to ensure payment is made to the tenant.

### Analysis

I accept and recognize the mutual agreement reached between the parties and make it an Order to be binding upon both parties. In recognition of the mutual agreement the landlord is authorized to retain the tenant's security deposit and must pay the tenant \$1,100.00 forthwith in satisfaction of any and all compensation owed to the tenant under section 51 of the Act. I also provide the tenant with a Monetary Order in the amount of \$1,100.00 to serve upon the landlord and enforce in Provincial Court (Small Claims) if necessary. Both parties are now precluded from making any future application for dispute resolution against the other party with respect to this tenancy.

### Conclusion

This dispute has been resolved by a settlement agreement. The landlord is authorized to retain the security deposit and the landlord must pay the tenant \$1,100.00 in satisfaction of any compensation owed the tenant under section 51 of the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: August 27, 2010.

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Dispute Resolution Officer