

Decision

Dispute Codes: MND, MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order as compensation for damage to the unit, compensation for damage or loss under the Act, regulation or tenancy agreement, 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, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy was from February 1, 2010 to January 31, 2011. Monthly rent was \$1,100.00, and a security deposit of \$550.00 was collected at the outset of tenancy. A move-in condition inspection and report were completed by the parties.

By way of mutual agreement reached between the parties, tenancy ended effective June 30, 2010. Also by way of mutual agreement, the landlord retained half the security deposit of \$275.00, while the balance of \$275.00 was to be repaid to the tenant. It appears the parties were of the view that \$275.00 retained by the landlord would be sufficient to cover the costs for cleaning the unit, and repairs to the floor. However, the landlord's actual costs for cleaning came to \$100.00, while costs for repairs to the floor totaled \$450.00. This led to the landlord's application for a monetary order.

While the parties undertook a move-out condition inspection, the tenant declined to sign the move-out condition inspection report. Despite this, the tenant does not dispute the landlord's claim for costs incurred for cleaning in the unit, or costs incurred for repairs to

the floor. However, during the hearing the tenant testified that she could not recall having received a cheque for \$275.00 from the landlord for half her security deposit, as agreed to at the end of tenancy. For his part, the landlord took the position that the cheque had been mailed to the tenant at her forwarding address. The parties agreed to attempt to confirm outside of the hearing whether the cheque had ever actually been issued and, if it had, whether it had been cashed by the tenant.

In summary, during the hearing the parties exchanged views related to the circumstances of 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/

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 security deposit in the full amount of \$550.00;
- that, further to the above, the tenant will reimburse the landlord FORTHWITH in the amount of the \$50.00 filing fee, and that a monetary order will be issued in favour of the landlord to that effect;
- that should the parties later confirm that the tenant received repayment of \$275.00 from her security deposit, the tenant will FORTHWITH reimburse the landlord for that full amount.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$50.00**. 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: November 24, 2010

Dispute Resolution Officer