

Decision

Dispute Codes: MNR, MND, MNDC, FF

Introduction

This hearing dealt with the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit / compensation for damage or loss under the Act, regulation or tenancy agreement / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

As the tenant vacated the unit subsequent to the filing of the landlord's application, the landlord withdrew the aspect of her application concerning an order of possession.

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, a copy of which is not in evidence, the tenancy began November 1, 2010. Monthly rent was \$950.00, and a security deposit was collected in the limited amount of \$100.00. Between them, the parties later agreed that the security deposit would be applied against a portion of November's unpaid rent. Thereafter, the landlord waived the balance of unpaid rent for November.

However, arising from rent which was unpaid when due on December 1, 2010, the landlord issued a 10 day notice to end tenancy for unpaid rent dated December 2, 2010. Following this, the tenant made no payment toward December's rent and vacated the unit on or about December 4, 2010. It was not until December 9, 2010, however, when the landlord determined that the tenant had left the unit. Despite the landlord's online advertising, new tenants have not yet been found for the unit.

While a move-in condition inspection and report were completed, arising from the tenant's unscheduled date of departure from the unit, a move-out condition inspection and report were not completed. The landlord described some damage to a wall, for which she considers the tenant is responsible.

During the hearing the parties exchanged views surrounding the dispute and undertook to achieve a practical 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 tenant will pay \$1,500.00 to the landlord, and that a monetary order will be issued in favour of the landlord to that effect;
- that the above payment will be made by way of money order;
- that the above money order will be put into the mail by no later than midnight, Friday, January 21, 2011;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$1,500.00**. 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: December 21, 2010

Dispute Resolution Officer