

Decision

Dispute Codes: MND, MNDC, 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 and pet damage deposits / and recovery of the filing fee; ii) by the tenant for a monetary order as compensation for damage or loss under the Act, regulation or tenancy agreement / return of the security and pet damage deposits / and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether either party is entitled to any of the above under the Act, regulation or tenancy agreement

Background and Evidence

The tenancy began on June 1, 2009. Monthly rent was \$600.00. A security deposit of \$300.00, and a pet damage deposit of \$190.00 were collected at the outset of tenancy. There is no move-in condition inspection report in evidence.

Pursuant to section 49 of the Act (**Landlord's notice: landlord's use of property**) the landlord issued a 2 month notice to end tenancy dated August 26, 2010. The date shown on the notice by when the tenant must vacate the unit is October 31, 2010. Thereafter, the tenant informed the landlord in writing on September 16, 2010 of his intent to end the tenancy effective September 27, 2010. There is no move-out condition inspection report in evidence.

Further to seeking the return of his security and pet damage deposits, the tenant has applied for compensation pursuant to section 51 of the Act (**Tenant's compensation: section 49 notice**).

Subsequent to the applications leading to this present hearing, the landlord filed another application for dispute resolution in which he seeks compensation which appears to be similar to, and / or related to, aspects of his current claim. In summary, the landlord considers that the tenant should be responsible for costs related to cleaning, painting and repairs to damage. The next hearing is scheduled to take place on April 21, 2011.

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 pay \$900.00 to the tenant, and that a monetary order will be issued in favour of the tenant to that effect;
- that the above payment will be made by way of 2 cheques, each in the amount of \$450.00;
- that the first cheque will be put into the mail by not later than midnight, Tuesday, March 1, 2011;
- that the second cheque will be put into the mail by not later than midnight, Tuesday, March 15, 2011;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties, such that
- the hearing scheduled to take place at 9:30 a.m. on Thursday, April 21, 2011 is now cancelled.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a monetary order in favour of the tenant in the amount of \$900.00. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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*.

DATE: February 22, 2011

Residential Tenancy Branch