

DECISION

Dispute Codes MNDC, LRE

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The landlord's agent (the landlord) confirmed that the landlord received a copy of the tenant's dispute resolution hearing package sent by the tenant by registered mail on August 29, 2011. I am satisfied that the tenant served this package in accordance with the *Act*. I am also satisfied that the landlord served his evidence package in accordance with the *Act*. The tenant provided no written evidence in support of her application.

Issues(s) to be Decided

Is the tenant entitled to a monetary Order for losses arising out of this tenancy? Should an order be issued to the landlord regarding the landlord's right of entry to the rental unit?

Background and Evidence

This short-term fixed term tenancy commencing on August 23, 2011 was scheduled to end on September 1, 2011, at which time the tenant vacated the rental premises. This tenancy was arranged by the tenant's insurance company to allow her and her family to live in suitable premises while the tenant's other premises were repaired after a flooding incident. The rent for this short term tenancy was set at \$1,200.00. No security deposit was requested or paid.

Although the parties did not provide a copy of the tenancy agreement, the landlord testified that the tenancy agreement included a standard clause requiring a \$150.00 cleaning fee to be paid for cleaning conducted by the landlord at move-out. The parties agreed that the tenant paid the landlord \$1,350.00. The tenant testified that she has not yet submitted her request for reimbursement from her insurance company. The tenant provided the following Details of the Dispute in her application for dispute resolution:

Landlord illegally enter the suite without any notice.

The tenant applied for a return of the \$1,200.00 she paid in rent and the \$150.00 cleaning fee for a request for a total monetary Order of \$1,350.00. At the hearing, the tenant testified that she applied for the monetary Order because the landlord violated unspecified City bylaws by entering into this short-term tenancy and did not follow through with the promises made to her when she agreed to occupy the premises. She said that the landlord came to her rental unit to conduct cleaning without confirming with her that it was alright to do so at that time.

The landlord entered written evidence that the landlord obtained the tenant's permission to visit the rental suite and clean the premises as requested when the tenant obtained occupancy of the rental unit. The landlord provided details regarding who was in attendance at this cleaning and when this work was done. At the hearing, the landlord said that no move-in or move-out condition inspection was conducted.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to settle their dispute on the following terms:

1. The landlord agreed to return the \$150.00 cleaning fee to the tenant by September 30, 2011.
2. The parties agreed that this represented a final and binding resolution of all issues in dispute between them arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$150.00. I deliver this Order to the tenant in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement. The tenant is provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible after September 30, 2011, if the landlord has not complied with this agreement by then. Should the landlord fail to comply with these Orders, these Orders

may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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*.