



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MND, MNR, FF

Introduction

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

- an Order of Possession pursuant to section 55;
- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- a monetary order for damage to the rental unit pursuant to section 67.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to cross-examine one another. The landlord testified that on December 1, 2011, he issued the tenant a one-month notice to end her tenancy before January 1, 2012. However, the parties subsequently gave sworn testimony that the landlord did not provide any written notice to end this tenancy to the tenant. The tenant confirmed that on approximately February 24, 2012, the landlord handed her his dispute resolution hearing package. I am satisfied that the landlord served this package to the tenant in accordance with the *Act*.

The parties agreed that the tenant vacated the rental unit on or about December 30, 2011. Since the tenancy ended before January 1, 2012 and the landlord has had possession of the premises since that date, the landlord withdrew his application for an Order of Possession.

The landlord testified that he sent 15 pages of written evidence to the Residential Tenancy Branch (RTB) by fax in support of his application for a monetary award. The RTB has no record of receiving this evidence. The landlord said that he did not send a copy of this evidence to the tenant as he did not realize that he was required to do so. As the landlord did not provide a copy of his evidence package to the tenant, this evidence has not been considered in this hearing.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security

deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This periodic tenancy commenced on February 1, 2011. Monthly rent was initially set at \$1,100.00, but the landlord reduced this rent to \$1,000.00 before the end of the tenancy. By agreement of the parties, the tenant made two bi-weekly rent payments of \$500.00 each month. There was no security deposit for this tenancy.

The landlord testified that a joint move-in condition inspection was conducted between February 1, 2011 and February 4, 2011. However, he did not prepare a joint move-in condition inspection report and provide it to the tenant. The landlord testified that no joint move-out condition inspection was conducted when the tenant vacated the rental unit. He did not send the tenant any written requests to arrange for a joint move-out condition inspection. Although the landlord testified that he conducted his own move-out condition inspection after the tenant vacated the rental unit, he did not create an inspection report regarding this inspection.

The landlord's application for a monetary award of \$4,291.98 included the following:

Item	Amount
Unpaid One Half Month's Rent – December 2011	\$500.00
Repair Labour (3 days @ \$200.00 per day = \$600.00)	600.00
Drywall and Paint Materials	400.00
Broken Windows	372.04
Kitchen Cabinet Repairs	1,000.00
Damage to Countertops	400.00
Repair Drawers	150.00
Replace Cord of Wood Used during Tenancy	160.00
Garbage Dump Fees	28.00
Replace Missing Area Rug	118.00
Replace Broken Desk	83.96
Replace 2 Broken Interior Doors	129.98
Repairs to Bathroom	50.00
Replace Bathroom Floor	300.00
Total Monetary Award Requested	\$4,291.98

The tenant confirmed that she owed the landlord one-half month's rent from this tenancy. She also confirmed that some damage did occur during the course of this tenancy, although she maintained that some of items listed as damaged were in similar condition when she commenced her tenancy.

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.

Both parties agreed to resolve all issues arising out of the landlord's application and this tenancy under the following terms:

1. Both parties agreed that the tenant will pay the landlord \$2,000.00 to resolve all monetary issues arising out of this tenancy.
2. Both parties agreed that the financial terms of their settlement agreement constituted a final and binding resolution of all issues arising out of this tenancy for both parties.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$2,000.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant does not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant 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*.

Dated: April 27, 2012

Residential Tenancy Branch