



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MND and FF

Introduction

By application of January 14, 2013, the landlords sought a monetary award of \$2,086.82 for damage to the rental unit, cleaning and unpaid utilities.

Issue(s) to be Decided

This matter requires a decision on whether the landlords are entitled to monetary award for the claims submitted and in what amounts.

Claims in damages require that several factors be taken into account: whether damages are proven and attributable to the tenant, the comparison of move-in vs. move-out condition inspection reports, normal wear and tear, depreciation, and whether amounts claimed are proven and reasonable. Damage or loss due to non-compliance with the legislation or rental agreement requires the claimant to take reasonable steps to minimize the loss claimed. The burden of proof falls to the applicant.

Background, Evidence and Analysis

This hearing was somewhat encumbered by the fact that the tenancy was built on friendship and handshakes. There is no rental agreement, but the landlord believes the tenancy began in July of 2008 while the tenant believes it began in September of 2007.

The parties similarly disagree as to when the tenancy ended. The tenant said he vacated in July 2011, and while he did not give written notice, he proposed and introduced the female landlord to his successor tenants, one of whom was the tenant's son.

The landlords stated they had no idea the tenant had vacated even though the tenancy is in a very small community and the landlords have a residence a few doors away from the rental unit. In any event, they hold the respondent to be the “head tenant” who they believe is responsible for damages and utilities bills that came to be after he had moved out of the rental unit.

Settlement Agreement

Section 63 of the Act provides that:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

During the hearing, the parties availed themselves of the opportunity to resolve this dispute by a settlement agreement as follows:

The tenant agrees to pay and the landlords agree to accept \$500 in full and final settlement of all claims related to the tenancy.

Conclusion

The landlords’ copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$500.00** for service on the tenant.

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 08, 2013

Residential Tenancy Branch