



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, MNR, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. A Monetary Order for compensation - Section 67; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the Hearing the Parties reached a settlement agreement on the claim for unpaid rent and cleaning costs. The Parties confirmed at the end of the hearing that the agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of these claims. The Parties failed to reach an agreement on the filing fee and a decision on this claim was made by the Arbitrator.

Relevant Evidence

The following are agreed facts: The tenancy began on December 1, 2016. Rent of \$650.00 was payable on the first day of each month. At the outset of the tenancy the Landlord collected \$325.00 as a security deposit. On January 4, 2018 the Tenant gave notice to end the tenancy for January 31, 2018 and moved out of the unit on that date. No move-in or move-out inspections were offered by the Landlord. The Tenant provided its forwarding address on February 22, 2018.

The Landlord claims \$420.00 as cleaning costs, \$650.00 for unpaid rent and recovery of the \$100.00 filing fee.

The Tenant offered and the Landlord accepted that the Tenant will pay the Landlord \$75.00 for cleaning costs and \$325.00 in unpaid rent as a full settlement of these claims. The Parties were unable to agree on the Landlord's claim for recovery of the filing fee. The Tenant states that the Landlord was asked by the Tenant to conduct a move-out inspection by text and the Landlord refused. The Landlord states that it does not recall any text.

Analysis

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute over the Landlord's claim for unpaid rent and cleaning costs as recorded above and that the Tenant owes the Landlord **\$400.00** for these claims.

Section 23(3) of the Act provides that the landlord must offer the tenant at least 2 opportunities to inspect the condition of the rental unit on the day the tenant is entitled to possession of the rental unit or on another mutually agreed day. Section 35(2) of the Act provides that the Landlord must offer the tenant at least 2 opportunities to inspect the condition of the rental unit before a new tenant begins to occupy the rental unit on or after the day the tenant ceases to occupy the rental unit, or on another mutually agreed day. As the Landlord breached the Act by failing to offer either a move-in or move-out inspection I decline to award the Landlord with recovery of the filing fee and I dismiss that claim.

In order to give effect to the agreement on the claims for cleaning costs and unpaid rent and the total amount of **\$400.00** owed by the Tenant, I order the Landlord to retain the

security deposit plus zero interest of **\$375.00** and I provide the Landlord with a monetary order for the remaining amount owed by the Tenant of **\$75.00**.

Conclusion

I Order the Landlord to retain the security deposit plus interest of \$375.00 in partial satisfaction of the claim and I grant the Landlord an order under Section 67 of the Act for the remaining amount of **\$75.00**. If necessary, this order may be 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 Act.

Dated: September 24, 2018

Residential Tenancy Branch