



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes MNSD, MNR, MND, MNDC, FF

Introduction

This hearing dealt with cross applications. The landlord applied for a Monetary Order for unpaid rent; damage to the rental unit; damage or loss under the Act, regulations or tenancy agreement; and, recovery of the filing fee. The tenant applied for return of double the security deposit and pet deposit and recovery of the filing fee. Both parties appeared at the hearing and were provided the opportunity to be heard, to present witnesses, and to respond to the submissions of the other party.

At the commencement of the hearing I determined the tenant had not served her evidence upon the landlord. The parties were informed that only the landlord's documentary evidence would be considered and that I would take verbal testimony from both parties and their witnesses.

Issues(s) to be Decided

1. Is the tenant entitled to return of double the security deposit and pet deposit?
2. Has the landlord established an entitlement to compensation from the tenant for unpaid rent; damages to the unit; or damage or loss under the Act, regulations or tenancy agreement?
3. Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

I heard undisputed testimony that the tenancy commenced November 1, 2008 and ended November 30, 2009. The tenant paid a \$417.50 security deposit and a \$417.50 pet deposit. The tenant was permitted to keep a cat in the rental unit and the cat had a behavioural problem that resulting in the cat urinating in the rental unit. The landlord inspected the rental unit November 30, 2009 without the tenant present and took photographs of the rental unit. The landlord did not prepare a move-out inspection report and send it to the tenant despite knowing her forwarding address. The tenant provided a forwarding address to the landlord twice, the first time on November 29, 2009 and the second time December 18, 2009. Both parties made their respective applications on January 4, 2010.

In making the landlord's application the landlord is seeking to recover \$1,000.00 from the tenant for cleaning, sanding and painting the rental unit. The tenant was seeking double the amount of the deposits as the tenant was of the position the landlord did not make an Application for Dispute Resolution or return her deposits within 15 days of the tenancy ending.

The parties were in dispute as to whether the tenant was informed that the move-out inspection would take place at 1:00 p.m. on November 30, 2009 or was provided the opportunity to participate in an inspection at another time.

After much discussion concerning the damages to the rental unit and the requirements of each party with respect to their rights and obligations under the Act, the parties were able to reach a mutual agreement in satisfaction of their respective disputes. The parties agreed to the following terms:

1. The tenant waives any right to return of double the security deposit or pet deposit.
2. The landlord is authorized to retain the tenant's pet deposit.

3. The landlord will return the tenant's security deposit of \$417.50 to the tenant forthwith.

Analysis

Upon hearing from both parties, I was satisfied the tenant was responsible for a significant portion of the damages claimed by the landlord, however, I was not satisfied the landlord fulfilled his obligation to offer the tenant at least two opportunities to participate in a move-out inspection as required in the *Residential Tenancy Act* in a manner that complies with the Residential Tenancy Regulation. I was also satisfied the tenant had provided the landlord with a forwarding address on November 29, 2009 and did not make an Application for Dispute Resolution within 15 days of the tenancy ending. Therefore, I accept the mutual agreement reached between the parties to be a fair agreement and I make it an Order to be binding upon both parties.

This matter is considered resolved and both parties are now precluded from making any future claim against the other party with respect to this tenancy.

Enclosed for the tenant is a Monetary Order in the amount of \$417.50 to ensure the landlord pays the tenant as ordered. The tenant may enforce the Monetary Order by serving it upon the landlord and filing it in Provincial Court (Small Claims).

Conclusion

The dispute has been resolved by mutual agreement. The landlord is ordered to pay the tenant \$417.50 forthwith.

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: June 04, 2010.

Dispute Resolution Officer