



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF

Introduction

This hearing concerns the landlord's application for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of the security deposit and pet damage deposit / and recovery of the filing fee.

Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether the landlord is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the month-to-month tenancy began on January 15, 2011. Monthly rent of \$850.00 was due and payable in advance on the first day of each month. A security deposit of \$425.00 and a pet damage deposit of \$225.00 were collected near the outset of tenancy. The parties agreed during the hearing that an additional pet damage deposit was later collected in the amount of \$300.00. A move-in condition inspection report was not completed.

The parties reached agreement between them to end the tenancy effective April 30, 2012. The tenants do not dispute the landlord's claim that the tenants are in arrears with rent over several months in the total amount of \$3,350.00. The landlord also testified that the unit was in need of considerable cleaning and repairs after the end of tenancy, and that remedial work was required in the yard. No documentary evidence in support of damage and/or the cost of repairs are presently before me, and a move-out condition inspection report was not completed.

The landlord testified that the unit was unable to be re-rented until after the completion of cleaning and repairs. Consequently, in his application the landlord seeks

compensation for loss of rental income for May 2012. As a result of advertising which began towards the end of May 2012, new renters were found effective June 25, 2012.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute, and undertook to achieve at least a partial resolution. The landlord withdrew aspects of his original application which were unable to be resolved, and may file another application for dispute resolution in future.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**. Pursuant to this provision, discussion between the parties led to a partial resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will retain the tenants' security deposit & two separate pet damage deposits in the combined total amount of \$950.00 (\$425.00 + \$225.00 + \$300.00), and that this amount will be applied against the rental arrears of \$3,350.00;
- that the tenants owe a balance of unpaid rent to the landlord in the amount of \$2,400.00 (\$3,350.00 - \$950.00), and that a monetary order will be issued in favour of the landlord to that effect.

As the landlord has achieved limited success with this application, I find that he has established entitlement to recovery of half the \$100.00 filing fee which is \$50.00.

Aspects of the landlord's original application which are withdrawn, are hereby dismissed with leave to reapply. These include an application for a monetary order as compensation for damage to the unit, site or property / and compensation for damage or loss under the Act, Regulation or tenancy agreement.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$2,450.00** (\$2,400.00 + \$50.00). Should it be necessary, this order may be served on the tenants, 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 *Residential Tenancy Act*.

Dated: June 28, 2012.

Residential Tenancy Branch