



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNSD, MND, MNDC, FF

Introduction

This hearing was convened in response to an application by the landlord for a monetary Order for damages to the rental unit, and for money owed or compensation for damage or loss under the Act, Regulation or Tenancy Agreement, and for an Order to retain the security deposit in partial satisfaction of the monetary claim. The application is inclusive of a claim for recovery of the filing fee for this application.

Both parties attended the hearing and had opportunity to be heard, make submissions, discuss their dispute, ask questions, and attempt to resolve their dispute. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Issue to be Decided

Is the landlord entitled to the monetary amounts claimed?

Background and Evidence

The following is undisputed. The tenancy began on April 01, 2008 and ended March 31, 2010. The rental unit is a house. Rent payable was \$1700 per month. At the outset of the tenancy the landlord collected a security deposit in the amount of \$850, which the landlord retains. The parties conducted their version of a move in inspection at the outset of the tenancy. At the end of the tenancy the parties did not conduct a mutual condition inspection or the requisite report as required by the Residential Tenancy Act or

Regulations. However, the landlord performed an inspection, and presented their results to the tenant. I do not have benefit of that inspection. Regardless, the parties discussed the landlord's assessment and the parties agreed that there was damage to the countertops of the rental unit and that the landlord would pursue the required repairs and would present a quote to the tenant for discussion and or recovery of costs. The tenant determined that the landlord's stated costs were not reasonable because the landlord had not mitigated their claim. The landlord determined to apply for dispute resolution now seeking compensation for costs related to the remedy of the countertops, laminate flooring, and various areas of the drywall of the rental unit.

Under affirmed testimony the tenant stated that they are in agreement damage occurred to the rental unit for which they are responsible and for most of the items claimed by the landlord. The tenant is not in agreement with all of the landlord's claims. The tenant agrees to costs for damage on a mitigated basis: account for reasonable wear and tear and depreciation.

Analysis

Pursuant to Section 63 of the *Residential Tenancy 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 this hearing, the parties discussed their dispute and turned their minds to compromise, and reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agrees that they will compensate the landlord in the amount of \$2300 for countertops damage, \$425 for drywall / wall repairs, and \$500 for damage caused to laminate flooring. The parties agreed that the tenant will compensate the landlord in the total of **\$3225**.
2. The tenant agrees that the landlord may and will retain their security deposit and

accrued interest in the total of \$859.58 in partial satisfaction of their debt to the landlord.

3. The tenant will pay the landlord the balance owed to them in the amount of **\$2365.42**, forthwith, or as may be agreed by the parties.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties, the terms of which are binding upon both parties.

Conclusion

The parties have agreed to settle their dispute according to the above particulars and the terms of their settlement are binding upon them. The applicant must bear the cost for filing this application.

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*.