

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of her pet damage and security deposits pursuant to section 38; and
- authorization to recover her filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. As the parties agreed that the tenant sent and the landlord received the tenant's dispute resolution hearing package by registered mail in October 2010, I am satisfied that the tenant served her package in accordance with the *Act*.

The landlord said that he received the tenant's evidence package. The landlord said that he did not send his evidence package to the tenant as he was not aware that he needed to do so. Since the landlord had not provided his evidence to the tenant, I said that I could not consider this evidence in making my decision.

Issues(s) to be Decided

Is the tenant entitled to a monetary award from the landlord for the landlord's failure to return the tenant's pet damage and security deposits? Is the tenant entitled to recover her filing fee for this application from the landlord?

Background and Evidence

The landlord testified that this tenancy began on May 1, 2004 as a fixed term tenancy, converted after the first year to a month-to-month tenancy. When the tenant vacated the rental unit on August 31, 2010, monthly rent was set at approximately \$930.00. The landlord testified that he continues to hold the tenant's \$370.00 security deposit paid on April 24, 2004 and \$430.50 pet damage deposit paid on September 1, 2008.

The parties agreed that the tenant gave the landlord written notice of her forwarding address for the purposes of returning her deposits on August 24, 2010 and August 30, 2010. The tenant applied for a monetary award of \$1,600.00 for the return of double these deposits because the landlord failed to return the deposits to her within 15 days of receiving her written forwarding address or the end of this tenancy.

The landlord did not submit an application for dispute resolution to retain the tenant's deposits. The landlord maintained that there was damage caused by the tenant during this tenancy to walls, floors, a cabinet and an oven hood. The landlord testified that the tenant had agreed to reimburse the landlord for this damage. The landlord had not yet filed an application for a monetary award to recover damage arising from this tenancy.

Analysis

Pursuant to Section 63 of the *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.

The parties discussed the issues in dispute, turned their minds to compromise and agreed to a settlement of all issues arising out of this tenancy on the following terms.

1. The landlord agreed to return the tenant's pet damage and security deposits of \$815.76 (including applicable interest) to the tenant. This amount includes \$370.00 plus \$13.11 in interest for the return of the security deposit and \$430.50 plus \$2.15 in interest for the return of the pet damage deposit.
2. The parties agreed that this payment will constitute full and final settlement of all matters between them arising out of this tenancy and, for greater clarity, neither party will file any further applications with the Residential Tenancy Branch against the other party relating to this tenancy.

Conclusion

To give effect to the settlement reached between the parties and as discussed at the hearing, I deliver a monetary Order to the tenant in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement.

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*.