



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Public Safety and Solicitor General

## **DECISION**

**Dispute Codes:** *MNDC, FF.*

### **Introduction.**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for a monetary order for the cost of painting the rental unit and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the tenant entitled to the cost of painting the unit?

### **Background and Evidence**

The tenancy started about ten years ago. The tenant occupied unit 113 and at her request was moved to unit 103.

The tenant stated that unit 103 was not in a good condition when she moved in and because she had only one week notice to move in, she decided to have the walls painted without obtaining formal permission from the landlord. The tenant is claiming \$1,211.79 which is the cost she incurred to paint the unit. The landlord stated that the unit was cleaned and the walls were washed in preparation for the tenant to move in. The landlord also stated that the tenant left unit 113 in a condition that required \$6,000.00 worth of repairs.

The tenant's claim was discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to drop all claims against the landlord with regard to unit 103 and refrain from making any further claims against the landlord with regard to deficiencies at the time she moved into unit 103.
2. The landlord agreed to drop all claims against the tenant with regard to damage in unit 113 and refrain from making any future claims against the tenant with regard to deficiencies in unit 113 after the tenant moved out.
3. The parties agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

### **Conclusion**

Pursuant to the above agreement, the tenant's application is dismissed.

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: February 24, 2011.

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Residential Tenancy Branch