



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing dealt with cross applications. The tenants applied for return of their security deposit, pet deposit, garage remote deposit and recovery of the filing fee. The landlord applied for compensation for damage to the carpets, authorization to retain the deposits and recovery of the filing fee. Both parties appeared at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

On a procedural note, the tenants named an individual as the landlord whereas a corporation was identified as the landlord in the landlord's application. The person appearing for the landlord confirmed he acts on behalf of the corporation. Both the individual and the corporation have been named as the landlord in this decision and Monetary Order that accompanies it.

Issue(s) to be Decided

1. Are the tenants entitled to return of their deposits and if so, the amount?
2. Has the landlord established an entitlement to compensation for damaged carpeting in the rental unit?
3. Can the parties reach a mutual agreement to settle their dispute?

Background and Evidence

The tenancy commenced February 1, 2005 and ended September 30, 2010. The tenants paid a \$300.00 security deposit and a \$50.00 garage remote deposit on January 31, 2005. The tenants paid a \$300.00 pet deposit on May 2, 2007. The tenants provided their forwarding address in writing on August 24, 2010. The parties participated in a move-out inspection; however, a move-out inspection report was not prepared by the landlord. The tenants verbally agreed to pay for carpet cleaning and have the landlord deduct such costs from the deposit. After the tenancy ended the landlord replaced the 15 year old carpeting at a cost of \$3,023.44. The landlord made an application for dispute resolution more than 15 days after the tenancy ended.

Upon discussing certain requirements of the Act the parties were able to reach a mutual agreement to settle their disputes. The parties agreed as follows:

The landlord will pay and the tenants will accept \$700.00 as final settlement of both applications for dispute resolution. Neither party will make any future application against the other with respect to this tenancy.

Analysis

I accept the mutual agreement reached between the parties and make it an order to be binding upon both parties. In recognition of the mutual agreement I provide the tenants with a Monetary Order in the amount of \$700.00 to serve upon the landlord and enforce as necessary.

Both parties are now precluded from making any future application against the other with respect to this tenancy.

Conclusion

The parties mutually agreed to resolve their dispute and the tenants have been provided a Monetary Order in the amount of \$700.00 in recognition of their settlement agreement.

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 22, 2011.

Residential Tenancy Branch