



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD

Introduction

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

- a monetary order for damage to the rental unit pursuant to section 67; and
- authorization to retain all or a portion of the tenants' pet damage and security deposits in partial satisfaction of the monetary order requested pursuant to section 38.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The female tenant (the tenant) confirmed that she was acting on behalf of both her and the male tenant. The tenant confirmed that she received a copy of the landlord's dispute resolution hearing package sent by the landlord by electronic mail on September 14, 2011. She also confirmed that she received the landlord's written evidence package. I am satisfied that the tenants have been served with these documents.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenants' pet damage and security deposits in partial satisfaction of the monetary award requested?

Background and Evidence

This fixed term tenancy for an executive waterfront home commenced on or about August 20, 2009. The last fixed term tenancy expired on August 30, 2011, by which time the tenants had vacated the rental home. Monthly rent was set at \$6,500.00, payable in advance on the first of the month. The landlord continues to hold \$10,000.00 in pet damage, security and furniture deposits paid by the tenants on or about August 1, 2009.

The landlord applied for a monetary award of \$15,000.00 for what he described as "very heavy damage by two large dogs to 850 square feet of American Cherry hardwood flooring." The landlord submitted written and photographic evidence to support his claim.

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. Prior to the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. They agreed to resolve their differences on the basis of the following terms:

1. The parties agreed that the landlord will retain \$8,000.00 from the tenants' pet damage, security and furniture deposits.
2. The parties agreed that all monetary issues arising out of this tenancy will be resolved by the landlord's return of \$2,000.00 from the tenants' pet damage, security and furniture deposits by December 15, 2011.
3. Both parties agreed that these particulars constituted a final and binding resolution of all issues between them arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenants' favour in the amount of \$2,000.00. I deliver this Order to the tenants in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement.

The tenants are provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible after December 15, 2011 if the landlord has not abided by the terms of their agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: November 30, 2011

Residential Tenancy Branch