



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC and FF

### Introduction

This hearing was convened on the landlord's application of February 3, 2012 for a Monetary Order for damage to the rental unit, loss of rent, authorization to retain the security and pet damage deposits in set off and recovery of the filing fee for this proceeding.

### Issue(s) to be Decided

This matter requires a decision on whether the landlord is entitled to a monetary award for the claims submitted. Claims in damage to the rental unit take into account whether damage is proven, attributable to the tenant, whether remediation costs are proven and reasonable, comparison of move-in/move-out condition inspection reports, normal wear and tear and depreciation. The burden of proof falls to the claimant

### Background, Evidence and Analysis

This tenancy began on July 1, 2010 and ended on January 31, 2012. Rent was \$950 per month and the landlords hold a security deposit of \$475 and a pet damage deposit of \$150 both paid on or about June 30, 2010.

While the landlords' initial application estimated costs of remediating the rental unit at \$10,000, they stated that actual costs had climbed to over \$14,300. The stated that the costs took into account that they had done much of the work themselves and that a professional estimate had placed the cost of the work at \$25,000.

During the hearing, the landlords stated that they had sold the rental building with a closing date of April 19, 2012, allowing them to avoid further costs.

### Consent Agreement

On reviewing the remediation work in detail, the parties arrived at the following consent agreement:

1. The landlords agreed to accept \$8,000 in compensation for all damages incurred as a result of the tenancy;
2. The tenant agreed to repay the landlords the \$8,000 on the understanding that he would have to arrange a reasonable repayment schedule, either between the parties or with the assistance of the Provincial Court of British Columbia.
3. The parties agree that the landlords would be issued with a Monetary Order to perfect their consent agreement.
4. The parties agree that this constitutes full and final settlement of all matters pertaining to the tenancy.

### Conclusion

The landlords' copy of this decision is accompanied by a Monetary Order for \$8,000, enforceable through the Provincial Court of British Columbia, for service on the tenant.

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: April 03, 2012.

---

Residential Tenancy Branch