



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for damages, to keep all or part of the security deposit, money owed or compensation due to damage or loss and recovery of the filing fee

Both parties participated in the conference call hearing.

Issue(s) to be Decided

Is the landlord entitled to any of the above under the Act.

Background and Evidence

The second respondent named in this application is the tenant's advocate and not a tenant therefore their name will be removed from the application as that of a tenant.

This tenancy began August 1, 2007 with monthly rent of \$450.00 and the tenant paid a security deposit of \$225.00 and a pet damage deposit of \$225.00.

The landlord testified that the tenant vacated the rental unit without completing a move out inspection with the landlord. The landlord stated that when he took possession of the rental unit back he found that the floors had been ruined by the tenant's dog. The landlord stated that the tenant also did not provide a forwarding address when she vacated September 30, 2011.

The landlord stated that on January 31, 2012 the tenant sent the landlord their forwarding address requesting return of the security deposit. The landlord stated that after receiving the tenant's forwarding address he made this application.

The landlord stated that a section of laminate flooring had to be replaced as it was soaked with pet urine, the fridge and stove had to be cleaned, the bathroom cleaned and damaged materials taken to the transfer station. The landlord stated that the actual

cost had been \$1202.99 however he was able to negotiate a flat fee of \$1000.00 for all the work that was completed.

The tenant testified that the landlord did not complete a move-in inspection with the tenant and much of what the landlord is claiming was damage caused by a flood from an upstairs unit in 2008, prior to the landlord owning the building. The tenant stated that she always cleaned up after her dog right away and that she always cleaned the fridge and stove after using them. The tenant also maintained that she cleaned the rental unit prior to vacating.

After some discussion the parties reached a settlement whereby the landlord would keep the \$225.00 security deposit and \$225.00 pet damage deposit in full satisfaction of the landlord's \$1000.00 claim for damages. The landlord and tenant agreed that the tenant will reimburse the landlord the \$50.00 filing fee which the landlord has paid to bring this application forward.

The tenant understands that she is to send the landlord a cheque for \$50.00 after she receives her tax return. If the landlord does not receive the cheque the landlord may contact the tenant's advocate to arrange payment; the landlord will also be provided a monetary order for \$50.00.

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 dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The landlord will retain the \$225.00 security deposit and \$225.00 pet damage deposit in full satisfaction of this claim.
- The tenant will reimburse the landlord the \$50.00 filing fee which the landlord has paid to bring this application forward.
- The landlord will be provided with a monetary order for \$50.00 to enforce if required.
- If the \$50.00 payment from the tenant is not received, the landlord may contact the tenant's advocate.
- With this settlement neither party will seek further action from the other regarding this tenancy.

Conclusion

This matter has been settled as outlined above.

The landlord is also entitled to recovery of the \$50.00 filing fee and I grant the landlord a monetary order under section 67 for the amount of **\$50.00.**

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: May 2, 2012

Residential Tenancy Branch