



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). On April 30, 2013, the tenants applied for:

- authorization to obtain a return of double their pet damage and security deposits (the deposits) pursuant to section 38; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

On June 28, 2013, after having received the tenants' dispute resolution hearing package, the landlord applied for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act* pursuant to section 67;
- authorization to retain all or a portion of the tenants' deposits in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover her filing fee for her application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions and to discuss their applications with one another. The landlord confirmed that she received the tenants' written notice to end their tenancy by March 1, 2013, by registered mail sent by the tenants on January 21, 2013. The landlord also confirmed that she received a copy of the tenants' dispute resolution hearing package sent by the tenants by registered mail on May 1, 2013. The tenants testified that they received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on June 29, 2013. I am satisfied that the parties served one another with the above documents and their written evidence packages in accordance with the *Act*.

### Issues(s) to be Decided

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

monetary award for the return of their deposits? Are the tenants entitled to a monetary award equivalent to the amount of their deposits as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*? Are either of the parties entitled to recover their filing fees from one another?

### Background and Evidence

This tenancy commenced as a one-year fixed term tenancy on August 1, 2009. At the end of the initial term, the tenancy converted to a periodic tenancy. Monthly rent by the end of the tenancy was set at \$1,475.00. The landlord continues to hold the tenants' \$737.50 security deposit paid on July 25, 2009. The landlord also holds the tenants' 762.71 pet damage deposits paid in full by November 1, 2009.

The parties submitted a copy of an August 1, 2009 move-in condition inspection report regarding their August 1, 2009 joint move-in condition. No joint move-out condition inspection was scheduled or conducted by the landlord at the end of this tenancy.

The tenants entered into written evidence a copy of their January 21, 2013 written notice to end this tenancy by March 1, 2013. Included in that notice was the tenants' new forwarding address where the landlord was asked to return their deposits.

The tenants applied for a monetary award of \$2,950.00. They sought this amount as they maintained that the landlord did not return their deposits in full within 15 days of the end of their tenancy.

The landlord's application for a monetary award of \$4,952.56 included the following:

<b>Item</b>	<b>Amount</b>
Patching/Painting	\$990.00
Odour Removal	30.00
Replacement of Vinyl Kitchen Floor	452.46
Replacement of Carpet in Den	832.95
Removal of Various Items	175.00
Handyman Expenses	740.00
Hydro Rebate to Tenants	-55.59
Upstairs Bedroom Screen	75.00
Missing Appliances from Utility Room	210.00
Loss of 1 Month's Rent due to Condition of Suite	1,475.00
New Blinds for Den	27.74
<b>Total Monetary Order Requested</b>	<b>\$4,952.56</b>

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator 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. During 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.

Both parties agreed to the following final and binding resolution of all issues arising out of this tenancy:

1. The landlord agreed to send the tenants a negotiable cheque in the amount of \$1,000.00 by July 29, 2013.
2. Both parties agreed that this settlement agreement constituted a final and binding resolution of all monetary issues arising out of their applications and this tenancy and further agreed that neither party will initiate any further proceedings of any type relating to 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 \$1,000.00. I deliver this Order to the tenants in support of the above agreement for use **only** 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 a failure to comply with the terms of the above settlement 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: July 24, 2013

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Residential Tenancy Branch

