



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Royal Providence Management
Vancouver Eviction Services
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

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

- a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's pet damage and security deposits (the deposits) in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant 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 this dispute with one another. The tenant confirmed that she received the landlord's 1 Month Notice to End Tenancy for Cause (the 1 Month Notice) posted on her door on May 28, 2013. The tenant confirmed that she received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on August 21, 2013. I am satisfied that the above documents were served to the tenant in accordance with the *Act*. I am also satisfied that the landlord sent the tenant copies of the landlord's written evidence in accordance with the *Act*.

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 tenant's deposits in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

Background and Evidence

This one-year fixed term tenancy began on March 15, 2013. Monthly rent was set at \$1,150.00, payable in advance on the first of each month. The parties agreed that the landlord continued to hold the tenant's \$575.00 security deposit paid on February 27,

2013. Although the Residential Tenancy Agreement (the Agreement) submitted into written evidence by the landlord called for the payment of a \$575.00 pet damage deposit by May 15, 2013, Landlord CL (the landlord) testified that she had no record of the tenant ever paying that deposit. The tenant claimed to have paid her pet damage deposit and her security deposit. The parties agreed that the landlord has not returned any portion of either deposit to the tenant after this tenancy ended on or about June 20, 2013.

The landlord applied for a monetary award of \$1,500.00, plus the recovery of the \$50.00 filing fee. At the hearing, she testified that this amount was to look after expenses incurred by the landlord to clean the rental unit at the end of this tenancy, to store some of the tenant's furniture and to repair and paint the rental unit after the tenancy ended. The tenant said that she vacated the rental unit on June 20, 2013, and returned her keys to the landlord's maintenance representative shortly on that date. The landlord testified that the landlord did not obtain possession of the rental unit until after July 1, 2013.

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 terms to settle all disputes arising out of this tenancy under the following terms:

1. Both parties agreed that the landlord will retain the tenant's deposits.
2. The tenant agreed to return the key fob to the landlord's office by 1:00 p.m. on Monday, November 4, 2013.
3. The landlord agreed that this settlement agreement as outlined above constituted a final and binding resolution of all aspects of the landlord's application for dispute resolution and furthermore agreed to not initiate any additional application for dispute resolution arising out of this tenancy.
4. Both parties agreed that the above-noted terms of this settlement agreement constituted a final and binding resolution of all issues in dispute arising out of this tenancy and that neither party will initiate a new application for dispute resolution with respect to this tenancy.

Conclusion

To give effect to the settlement reached between the parties at this hearing, I order the tenant to return her key fob to the landlord's office by 1:00 p.m. on Monday, November 4, 2013. I further order the landlord to retain any and all deposits paid by the tenant to the landlord for this tenancy.

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: October 30, 2013

Residential Tenancy Branch

