



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNR MNDC FF

### Introduction

This hearing was convened as a result of the landlords' application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The landlords applied for a monetary order for damage to the unit, site or property, for unpaid rent or utilities, for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, and to recover the filing fee.

The tenant and landlord, "PV", attended the hearing. The parties were affirmed and the hearing process was explained to the parties. The parties were provided an opportunity to ask questions about the hearing process.

The parties confirmed that they received evidence from the other party prior to the hearing and that they had the opportunity to review that evidence prior to the hearing. I find the parties were sufficiently served in accordance with the Act.

### Preliminary and Procedural Matter

During the hearing, landlord PV was advised that the landlords' application for damages and cleaning costs were being refused, pursuant to section 59(5)(a) of the *Residential Tenancy Act* (Act), because his application for dispute resolution did not provide sufficient particulars of this portion of their monetary claim, as is required by section 59(2)(b) of the Act. For example, the landlords' application did not specify the amount for damages and a page of evidence indicated an amount which exceeded the total monetary claim of the landlords. As a result, the landlords are at liberty to re-apply for their monetary claim for damages and carpet cleaning, as a result, but are reminded to include full particulars of their monetary claim when submitting their application, and are encouraged to use the "Monetary Worksheet" form located on the Residential Tenancy Branch website; [www.rto.gov.bc.ca](http://www.rto.gov.bc.ca).

Given the above, only the landlords' claim for unpaid rent and the recovery of the filing fee were considered at this proceeding.

### Settlement Agreement

During the hearing, the parties agreed to settle the matter of unpaid rent, the tenant's security deposit and the tenant's pet damage deposit, on the following conditions:

1. The tenant agrees that October 15, 2013 to November 15, 2013 rent of \$2,100.00 plus the filing fee of \$50.00 for a total of **\$2,150.00** are owing to the landlords and the tenant surrenders \$2,150.00 off his \$2,330.92 combined security deposit and pet damage deposit including interest in full satisfaction of the \$2,150.00 amount owed to the landlords.
2. The landlords agree to return the balance owing to the tenant of **\$180.92** comprised of the tenant's remaining security deposit and pet damage deposit which includes interest **on or before February 14, 2014 by 5:00 p.m.**
3. The tenant is granted a monetary order pursuant to section 67 of the *Act*, in the amount of **\$180.92**, which will be of no force or effect if the landlords pay the tenant in accordance with #2 above, and the cheque from the landlords is successfully cashed by the tenant.
4. Both parties acknowledge that the landlords are at liberty to reapply for damages, including cleaning costs.
5. The landlords withdraw their application as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

I order the parties to comply with the terms of their settlement agreement described above.

The landlords agree to pay the tenant \$180.92, and has been granted a monetary order which will be of no force or effect if the landlord pays the tenant in accordance with #2 above, and the cheque from the landlords is successfully cashed by the tenant. If the tenant requires enforcement of the monetary order, the tenant must serve the landlords with the monetary order and may file the order in the Provincial Court of British Columbia (Small Claims).

The landlords are at liberty to reapply for the damages portion of their claim, including the cost of cleaning.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: February 7, 2014

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Residential Tenancy Branch

