



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Pemberton Holmes Property Management
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MND, MNDC, MNSD, FF
MNDC, MNSD

Introduction

This hearing was scheduled in response to 2 applications: i) by the landlord for a monetary order as compensation for unpaid rent / compensation for damage to the unit, site or property / compensation for damage or loss under the Act, Regulation or tenancy agreement / retention of all or part of the pet damage deposit or security deposit / and recovery of the filing fee; and ii) by the tenant for a monetary order as compensation for damage or loss under the Act, Regulation or tenancy agreement / and return of all or part of the pet damage deposit or security deposit. Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from March 1, 2013 to February 28, 2014. The agreement provides that at the end of the fixed term "the tenancy is ended and the tenant must vacate the rental unit." Monthly rent of \$895.00 is due and payable in advance on the first day of each month. During the hearing the parties agreed that a security deposit of \$447.50 was collected, and a pet damage deposit of \$300.00 was collected. A move-in condition inspection report was completed with the participation of both parties.

By email dated August 26, 2013, the tenant informed the landlord that as a result of an unanticipated financial crisis, she would be unable to continue the tenancy. Shortly thereafter the tenant vacated the unit. In summary, the foregoing events and the

condition of the unit at the end of tenancy gave rise to the landlord's application for dispute resolution. During the hearing the parties testified that they had mutually agreed to a settlement of the dispute.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**, and provides in part as follows:

63(2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

Pursuant to the affirmed testimony of the parties a resolution of the dispute was achieved, and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will retain the tenant's full security deposit in the amount of \$447.50, in addition to the tenant's full pet damage deposit of \$300.00 (total: **\$747.50**)
- that in addition to the above, the tenant will pay the landlord a total of **\$447.60**, and a **monetary order** will be issued in favour of the landlord to that effect;
- that the amount of \$447.60 will be paid by way of **12 monthly installments beginning April 1, 2014**, each in the amount of **\$37.30**;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy which are currently before me.

Conclusion

The landlord is ordered to retain the tenant's full security deposit and full pet damage deposit in the combined total amount of **\$747.50** (\$447.50 + \$300.00).

In addition to the above and pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the landlord in the amount of **\$447.60**. Should it be necessary, this order may be served on the tenant, filed in the Small Claims Court and enforced as an order 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: February 20, 2014

Residential Tenancy Branch

