



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLLIERS, MACAULAY, NICOLLS INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MND, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for damages to the rental unit, to keep the Tenant’s security and pet damage deposit, and to recover the filing fee for the cost of the Application.

An agent for the Landlord and the Tenant appeared for the hearing and provided affirmed testimony during the hearing. The Tenant confirmed receipt of the Landlord’s Application and the Landlord’s written evidence which was served in accordance with the *Residential Tenancy Act* (the “Act”) and Rules of Procedure. The Tenant did not provide any written evidence prior to the hearing.

At the start of the hearing the parties agreed that the Tenant had paid a \$477.50 security deposit and a \$400.00 pet damage deposit at the start of the tenancy in 2010, which the Landlord still retained. The parties agreed that the tenancy had ended on **February 28, 2014** at which point the Tenant had provided the Landlord with his forwarding address on the move out condition inspection report. The Landlord made this Application to use the Tenant’s deposits in partial satisfaction of a claim for damages to the rental unit on **March 28, 2014**.

During the hearing, I explained to both parties about the provision of Section 38(1) of the Act in dealing with a Tenant’s deposits at the end of a tenancy and the resulting doubling provision of Section 38(6) of the Act. I also explained to the Landlord that her Application for damages to the rental suite would also be considered during the hearing and any amounts awarded to the parties could be offset against each other.

The Tenant and Landlord engaged in a discussion around the issues of the damages claimed by the Landlord and both parties decided that it was more appropriate to settle the matter through a settlement agreement

Settlement Agreement

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 as follows:

- The Landlord's agent agreed to return \$438.75 to the Tenant forthwith after receipt of this decision.
- The Tenant consented to the Landlord making a deduction of \$438.75 from his deposits in full satisfaction of the Landlord's Application.
- The Tenant is issued with a Monetary Order in the amount of **\$438.75** which is enforceable in the Small Claims court **if** the Landlord fails to make payment in accordance with this agreement.

This agreement and order is fully binding on the parties.

The parties are cautioned to retain documentary evidence in relation to the steps taken to meet the above terms and conditions.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: July 16, 2014

Residential Tenancy Branch

