



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, MNDC, O, FF

### Introduction

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

- a monetary order for damage to the rental unit, pursuant to section 67;
- 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 security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

This hearing also dealt with the tenant's cross-application pursuant to the *Act* for:

- other remedies, identified as a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67;
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses.

The landlord confirmed that she served the tenant with the landlord's application for dispute resolution hearing package ("Landlord's Application") on August 7, 2014, by way of registered mail. The tenant confirmed receipt of the Landlord's Application. In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the Landlord's Application.

The tenant testified that she served the landlord with the tenant's application for dispute resolution hearing package ("Tenant's Application") on February 11 or 12, 2015, by way of registered mail. The landlord confirmed receipt of the Tenant's Application on February 17, 2015. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the Tenant's Application.

The landlord testified that she served a written evidence package to the tenant in response to the Tenant's Application, on February 20, 2015, by way of registered mail. The tenant confirmed receipt of the landlord's written evidence package on February 23 or 24, 2015. In accordance with sections 88 and 90 of the *Act*, I find that the tenant was duly served with the landlord's written evidence package.

Both parties confirmed that, despite the late submission of the Tenant's Application and the landlord's responsive written evidence package, as they were submitted only days before this hearing, they were prepared to proceed with the hearing. Both parties confirmed that they had no objection to both parties' evidence being considered for both applications. Accordingly, the hearing proceeded on both applications as well as the written evidence submitted by both parties.

The tenant initially sought a monetary order of \$6,150.00 to recover six months of rent at \$1,025.00 from February to July 2014. The tenant noted that this amount was in error as it was to be \$1,050.00 for six months of rent, but that she did not wish to amend her application to reflect a higher amount. The tenant indicated that she was entitled to compensation for various problems with the rental unit, including safety issues, loss of quiet enjoyment, unlawful entry into the unit, and improper rental conditions. During the hearing, the tenant testified that she wished to withdraw her entire application, including for the filing fee. Accordingly, the tenant's entire application is withdrawn.

#### Issues 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 security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to a monetary award for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

Are the landlord and/or tenant entitled to recover the filing fee for their application(s)?

### Background and Evidence

Both parties testified that this month to month tenancy began on February 1, 2014. Monthly rent in the amount of \$1,050.00 was payable on the 1<sup>st</sup> day of each month. A security deposit of \$525.00 and a pet damage deposit of \$525.00 were paid by the tenant. A written tenancy agreement was provided for this hearing. Both parties agreed that the tenant vacated the rental unit on August 4, 2014, pursuant to a mutual agreement to end tenancy signed by both parties on June 20, 2014. Both parties agreed that the landlord returned the tenant's pet damage deposit in the full amount of \$525.00 on August 7, 2014. Both parties agreed that the landlord continues to retain the tenant's security deposit in the amount of \$525.00. Both parties agreed that they received a signed copy of a condition inspection report, which was prepared upon move-in on February 22, 2014 and move-out on August 4, 2014.

The landlord seeks a monetary order in the total amount of \$777.26 and to retain the tenant's full \$525.00 security deposit in partial satisfaction of this amount. The landlord seeks \$551.25 for a floor repair, \$97.63 for a half share of a plumbing bill, \$78.38 for a lock replacement and \$50.00 for the filing fee for this application.

The tenant did not dispute the amount for the plumbing bill but disputed the remainder of the landlord's monetary claims. Both parties agreed that the tenant did not return a third key provided to her by the landlord, that the landlord bought a new lock set and returned the old lock set to the tenant. The landlord stated that she had to change the locks for \$78.38 to secure her property and in anticipation of a future tenant moving in. The tenant stated that the third key was not indicated specifically on the condition inspection report and that the landlord added this information to the report after the tenant signed it. The landlord stated that she paid \$551.25 for labour costs to repair the laminate flooring in the kitchen of the rental unit after the tenant moved out. The landlord stated that the tenant caused water damage bubbling to the floor. The tenant stated that she did cause a leak to the floor from a portable dishwasher but that it was temporary, the flooring was cheap, and a manufacturer defect caused the damage.

### 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 settlement of all issues currently under dispute at this time:

1. The landlord agreed to retain \$375.00 from the tenant's security deposit in full satisfaction of all aspects of the landlord's monetary claims against the tenant in the Landlord's Application and arising out of this tenancy;
2. The landlord agreed to return the remainder of the tenant's security deposit in the amount of \$150.00 to the tenant by way of interac e-transfer, by no later than 1:00 p.m. on February 27, 2015.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal sworn affirmation at the hearing that they agreed to the above terms, which settle all aspects of this dispute.

### Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain \$375.00 from the tenant's security deposit in full satisfaction of the monetary settlement above. I order the landlord to return the remainder of the tenant's security deposit in the amount of \$150.00 to the tenant by 1:00 p.m. on February 27, 2015.

The tenant's entire application is withdrawn.

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 27, 2015

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Residential Tenancy Branch

