



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROLINE MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, 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 and 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 tenants' 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 tenants, pursuant to section 72.

The landlord's agent, AH and the two owners of the rental unit, BR and MR (collectively "landlord") and the female tenant and her agent FR (collectively "tenants") 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 female tenant confirmed that the other male tenant, ZYZ, named in this application is her husband and that she had authority to represent him as an agent at this hearing.

The female tenant confirmed personal receipt of the landlord's application for dispute resolution hearing package ("Application") on behalf of both tenants on February 13, 2015. In accordance with sections 89 and 90 of the *Act*, I find that both tenants were duly served with the landlord's Application.

Issues to be Decided

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

Is the landlord entitled to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for this application from the tenants?

Background and Evidence

Both parties agreed that this tenancy began on February 14, 2014 and ended on January 31, 2015, pursuant to a fixed term tenancy agreement which required the tenants to move out at the end of the term. Monthly rent in the amount of \$2,400.00 was payable on the first day of each month. A security deposit of \$1,200.00 was paid by the tenants and the landlord continues to retain this deposit in full. A written tenancy agreement was provided with the landlord's Application. Both parties agreed that a move-in condition inspection and report were completed on February 14, 2014 and a move-out condition inspection and report were completed on January 31, 2015. Both parties signed both reports and copies were provided to the tenants. The landlord testified that he received the tenants' forwarding address in writing on January 31, 2015.

The landlord seeks damage and cleaning costs, which he says were incurred at the end of this tenancy. The landlord seeks \$170.00 for cleaning, \$100.00 for move-out strata fees and \$1,870.05 for replacing three damaged faucets. The landlord also seeks to recover the \$50.00 filing fee for this Application. The female tenant signed the move-out condition inspection report and confirmed at this hearing that the tenants did not dispute the \$60.00 cost for cleaning and the \$100.00 cost for the move-out strata fee. The tenants dispute the additional \$110.00 for cleaning and the \$1,870.05 for the faucets, being claimed by the landlord.

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 with respect to this entire tenancy:

1. Both parties agreed that the landlord will retain a total of \$765.00 from the tenants' security deposit;

2. Both parties agreed that the landlord will return the remainder of the tenants' security deposit in the amount of \$435.00 to the tenants by May 8, 2015;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's Application at this hearing and any issues arising out of this tenancy;
4. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above settlement terms as legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain \$765.00 from the tenants' security deposit and to return the remainder of the tenants' security deposit in the amount of \$435.00 to the tenants.

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: April 20, 2015

Residential Tenancy Branch

