



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order to recover the cost of cleaning, carpet replacement, repairs, loss of income, utilities and the filing fee. The landlord also applied to retain the security deposit and pet deposit in satisfaction of her claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order?

Background and Evidence

The tenancy ended on June 01, 2014 for a fixed term of one year. The monthly rent was \$1,750.00 and prior to moving in the tenant had paid a security deposit of \$862.50 and a pet deposit of \$400.00.

In October 2014, the tenant gave the landlord notice to end the tenancy effective November 30, 2014. A move out inspection was carried out by both parties and the tenant agreed to allow the landlord to retain the deposits. The landlord found out later that the damage was extensive and the deposits did not cover the cost of repairs. The landlord made this application on December 12, 2014.

The landlord's claim was discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to accept a total of \$5,000.00 in full and final settlement of the all claims against the tenant.
2. The tenant agreed to allow the landlord to retain the security deposit of \$862.50 plus the pet deposit of \$400.00. The tenant also agreed to pay an additional amount of \$3,737.50 in full and final satisfaction of all claims against the landlord.
3. A monetary order in the amount of \$3,737.50 will be issued in favour of the landlord.
4. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement of all aspects** of the dispute at this address.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit and pet deposit. I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the balance amount of **\$3,737.50**. This order may be 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: July 21, 2015

Residential Tenancy Branch

