



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement, pursuant to section 67;
- authorization to retain the tenant's security deposit including interest, 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.

The landlord's two agents, landlord JM ("landlord") and "landlord MT" and the tenant 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 is the area manager while landlord MT confirmed that she is the property assistant for the "landlord company" named in this application. Both agents confirmed that they had authority to represent the landlord company at this hearing.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's Application.

At the outset of the hearing, the landlord stated that she wished to amend the landlord's Application to reduce the monetary award sought from \$1,740.00 to \$1,418.60. Pursuant to my authority under section 64(3)(c) of the *Act*, I amend the landlord's application to reduce the monetary award to \$1,418.60. I find no prejudice to the tenant in doing so, as it is a reduction, rather than an increase in the landlord's monetary claim.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage to the rental unit and for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the landlord entitled to recover the filing fee for this Application from the tenant?

Background and Evidence

Both parties agreed that this month-to-month tenancy began on August 1, 2004 and ended on February 6, 2015. Monthly rent in the amount of \$1,075.00 was payable on the first day of each month. The landlord testified that the tenant paid a security deposit of \$415.00 on July 27, 2004 and the landlord continues to retain this deposit with interest. The landlord provided a copy of the written tenancy agreement for this hearing. Both parties agreed that a move-in condition inspection and report were completed on August 1, 2004 and a move-out condition inspection and report were completed on February 6, 2015. The landlord provided a copy of both reports, which were signed by both parties. The landlord testified that she received the tenant's written forwarding address on February 6, 2015.

Both parties agreed that the landlord had written permission from the tenant to retain \$1,740.00 from the tenant's security deposit for estimated damage repairs and unpaid rent. The landlord stated that the actual cost for repairs and unpaid rent was \$1,418.60 rather than \$1,740.00 and the tenant agreed that she owed \$1,418.60. These costs include \$777.60 for painting and drywall repair, \$275.00 for laundry room bi-fold doors and drapes cleaning, \$135.00 for carpet cleaning and \$231.00 for unpaid pro-rated rent from February 1 to 6, 2015. The landlord seeks \$1,418.60 for the above costs as well as \$50.00 for the filing fee for this Application.

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 the tenant's entire security deposit of \$415.00 plus interest of \$14.70, totaling \$429.70;
2. The tenant agreed to pay the landlord \$988.90 by way of a money order to be paid by no later than August 26, 2015;
3. The landlord agreed to bear the cost of the \$50.00 filing fee for this Application;

4. 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;
5. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's potential claims against the landlord and any issues arising out of this tenancy;
6. 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 testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the above settlement terms were 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 the tenant's entire security deposit of \$415.00 plus interest of \$14.70, totaling \$429.70.

In order to implement the above settlement reached between the parties and as advised to both parties during the hearing, I issue a monetary Order in the landlord's favour in the amount of \$988.90. I deliver this Order to the landlord in support of the above agreement for use **only** in the event that the tenant fails to abide by condition #2 of the above settlement agreement. The landlord is provided with this Order in the above terms and the tenant must be served with a copy of this Order in the event that the tenant fails to abide by condition #2 of the above settlement agreement. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. The landlord must bear the cost of the \$50.00 filing fee for this Application.

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: August 24, 2015

Residential Tenancy Branch

