



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PROTECTION PROPERTY MANAGEMENT REALTY LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

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

- a monetary order for damage to the rental unit, pursuant to section 67;
- authorization to retain a portion of the tenant's security deposit and pet damage deposit ("deposits") in full satisfaction of the monetary order requested, pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The landlord's two agents, landlord JZ ("landlord") and "landlord ST" 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 he is the owner and that landlord ST is the property manager of the "landlord company" named in this application and that both had authority to represent the landlord company as an agent 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.

Issues to be Decided

Is the landlord entitled to a monetary award for damage to the rental unit?

Is the landlord entitled to retain a portion of the tenant's deposits in full satisfaction of the monetary award requested?

Is the landlord entitled to recover the filing fee for its Application?

Background and Evidence

Both parties agreed that this tenancy began on May 1, 2014 and ended on April 30, 2015, pursuant to a fixed term tenancy agreement. Monthly rent in the amount of \$1,695.00 was payable on the first day of each month. Both parties agreed that a security deposit of \$847.50 and a pet damage deposit of \$847.50 were paid by the tenant and the landlord continues to retain both deposits. A written tenancy agreement was provided for this hearing. Both parties agreed that a written forwarding address was provided by the tenant in the move-out condition inspection report on April 30, 2015. The landlord filed its Application on May 13, 2015. Both parties agreed that a move-in condition inspection report was completed and signed by both parties on May 1, 2014 and a move-out condition inspection report was completed and signed by both parties on April 30, 2015. A copy of both reports were provided for this hearing.

The landlord testified that he wished to reduce the landlord's monetary Application from \$1,695.00 to \$855.23. The landlord seeks the above costs for repairing and replacing carpet in the rental unit, reinstalling a garbage can track system, and repairing a drawer at the end of this tenancy. The landlord also seeks to recover the \$50.00 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 \$550.94 from the tenant's deposits;
2. Both parties agreed that the landlord will return \$1,144.06 from the tenant's deposits to the tenant by way of a cheque to be sent by way of registered mail by November 21, 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; and

5. 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 settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy. The landlord confirmed that he understood that he was making this settlement on behalf of the landlord company in this Application.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain \$550.94 from the tenant's deposits.

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 tenant's favour in the amount of \$1,144.06. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to abide by condition #2 of the above monetary agreement. The tenant is provided with this Order in the above terms and the landlord must be served with a copy of this Order in the event that the landlord fails to abide by condition #2 of the above monetary agreement. Should the landlord 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 agreed to 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: October 21, 2015

