



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

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

- a monetary order 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 obtain a return of double the value of the security deposit and the pet damage deposit (collectively "deposits"), pursuant to section 38; and
- 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 receipt of the tenant's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application.

Issues to be Decided

Is the tenant entitled to a monetary order for money owed or compensation for damage or loss under the *Act*, *Regulation* or tenancy agreement?

Is the tenant entitled to a monetary award equivalent to double the value of her deposits as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*?

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

Background and Evidence

Both parties agreed that this month-to-month tenancy began on May 1, 2014 and ended around March 29 or 30, 2015. Monthly rent in the amount of \$1,800.00 was payable on the first day of each month. Both parties agreed that a security deposit of \$900.00 and a pet damage deposit of \$450.00 were paid by the tenant and the landlord continues to retain both deposits. A written tenancy agreement was not provided for this hearing.

Both parties agreed that the tenant only provided a forwarding address to the landlord by way of text messages and through this Application. Both parties agreed that a move-in condition inspection report was completed but a move-out condition inspection report was not completed. The landlord confirmed that he did not file an application for dispute resolution or obtain written permission from the tenant to retain any amount from her deposits.

Both parties agreed that the tenant provided written notice around February 20, 2015 to vacate the rental unit by March 31, 2015. The landlord confirmed that he accepted the tenant's written notice to vacate the rental unit at the end of March 2015 and that the tenant's tenancy ended at that time.

Both parties agreed that another tenant, "K," moved into the rental unit in January 2015. The landlord confirmed that he entered into a verbal tenancy with K, but that no separate written tenancy agreement was signed with K. The landlord confirmed that K's tenancy was separate from the tenant's tenancy, despite the fact that K moved into the rental unit during the tenant's tenancy. The landlord stated that he was not looking to recover any damage, rent or other costs against the tenant, that related to K.

The tenant seeks double the value of her deposits, totalling \$2,700.00. The landlord claimed that there was pet damage to the window covering and bench seat in the rental unit. The tenant disputed this damage, claiming that in her move-out visual inspection with the landlord, there was no damage noted. The tenant claimed that K's dog 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 with respect to this entire tenancy:

1. Both parties agreed that the landlord will retain \$175.00 from the tenant's deposits;
2. Both parties agreed that the landlord will return \$1,175.00 from the tenant's deposits to the tenant by way of a cheque to be sent out by registered mail by October 29, 2015;
3. The tenant 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 tenant'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 landlord's potential claims against the tenant and any issues arising out of this tenancy; and
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 settlement terms are 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 \$175.00 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 \$1,175.00. 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 tenant 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 30, 2015

Residential Tenancy Branch

