



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

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

- authorization to retain the tenants' pet damage deposit in partial satisfaction of the monetary order requested, pursuant to section 38;
- authorization to recover the filing fee for this application from the tenants, pursuant to section 72.

The landlord SG ("landlord") the tenant LM ("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 had authority to represent "landlord IG," the other landlord named in this application, as an agent at this hearing. The tenant confirmed that she had authority to represent "tenant CM," the other tenant named in this application, as an agent at this hearing.

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

Issues to be Decided

Are the landlords entitled to retain the tenants' pet damage deposit in full satisfaction of the monetary award requested?

Are the landlords entitled to recover the filing fee for their Application from the tenants?

Background and Evidence

Both parties agreed that this tenancy began on May 1, 2013 and ended on June 1, 2015. Monthly rent in the amount of \$1,200.00 was payable on the first day of each month. Both parties agreed that a security deposit of \$600.00 and a pet damage deposit of \$600.00 were paid by the tenants and the landlords returned the security deposit in full to the tenants within 15 days of the end of the tenancy. The landlords continue to retain the tenants' pet damage

deposit of \$600.00 in full. A written tenancy agreement governs this tenancy but a copy was not provided for this hearing. Both parties agreed that a move-in condition inspection report was completed and signed by both parties but that a move-out condition inspection report was prepared by the landlords only and not signed by the tenants. Copies of both reports were provided for this hearing. The landlord confirmed that no written permission was obtained from the tenants to keep any portion of their pet damage deposit. Both parties agreed that a written forwarding address was provided by way of a letter which was personally delivered by the tenant to the landlord on June 5, 2015. The landlords filed their Application on June 8, 2015.

The landlords seek a monetary order of \$1,013.96 for damage to the deck area of the rental unit and to use the pet damage deposit of \$600.00 to offset this amount. The landlords indicated that this damage was caused by the tenants' dog's urine. The landlords also seek 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 landlords will retain \$400.00 from the tenants' pet damage deposit;
2. Both parties agreed that the landlords will return \$200.00 from the tenants' pet damage deposit to the tenants by way of an interac e-transfer to be sent by November 13, 2015;
3. The landlords 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 landlords' 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. Both parties confirmed that they understood that they were making this settlement on behalf of the other parties named in this Application, landlord IG and tenant CM.

Conclusion

To give effect to the settlement reached between the parties, I order the landlords to retain \$400.00 from the tenants' pet damage deposit. The landlords must bear the cost of the \$50.00 filing fee for this Application.

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 tenants' favour in the amount of \$200.00. I deliver this Order to the tenants in support of the above agreement for use **only** in the event that the landlord(s) fail to abide by condition #2 of the above monetary agreement. The tenants are provided with this Order in the above terms and the landlord(s) must be served with a copy of this Order in the event that the landlord(s) fail to abide by condition #2 of the above monetary agreement. Should the landlord(s) 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.

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: November 09, 2015

Residential Tenancy Branch

