



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for a monetary order for damage pursuant to section 67 and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began on January 25, 2012 as a fixed term tenancy. The rental amount of \$1300.00 was payable on the first of each month. The landlord's representatives testified that the landlord continues to hold a \$650.00 security deposit and a \$650.00 pet damage deposit paid by the tenants at the outset of this tenancy. The landlord sought to retain those deposits towards a monetary award of \$2647.00 in their original application.

The landlord provided undisputed testimony that there was fire damage to the rental unit discovered after the tenants vacated the rental unit on April 30, 2015. The landlord testified that there was also landscaping repair/rejuvenation and cleaning to do within the rental unit at the end of the tenancy. Further, the landlord testified that the floor had to be replaced within the rental unit. The landlord and tenants completed a condition inspection at the end of the tenancy but were unable to agree on any compensation at that time. As a result of opportunity to discuss matters at this hearing, the tenants and landlord's representatives reached an agreement.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenants agreed to pay the landlord \$1000.00 on or before October 31, 2016.
2. The parties agree that the landlord will retain the \$650.00 security deposit.
3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

To give effect to the settlement reached between the parties, I issue a monetary order to the landlord to be used ONLY IN THE EVENT that the tenant does not meet her obligation to pay \$1000.00 by October 31, 2016.

The landlord is provided with these Orders in the above terms and the tenant must be served with this Order as soon as possible. This Order is to be used ONLY IN THE EVENT that the tenant does not meet her obligation to pay \$1000.00 by October 31, 2016. Should the tenant fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: May 20, 2016

Residential Tenancy Branch