



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOLYWELL PROPERTIES  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

*MND, MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for the cost of restoring the trees in the yard, painting and to recover the filing fee. The landlord also applied to retain the security and pet deposits in satisfaction of the claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Has the landlord established a monetary claim for the cost of replacing trees, painting and for the filing fee?

### **Background and Evidence**

The tenancy started on November 01, 2014 and ended on October 31, 2015. The rent was \$775.00 and was due in advance on the first day of each month. Prior to moving in, the tenant paid a security deposit of \$387.50 and a pet deposit of \$387.50.

The landlord testified that the tenant had caused damage to the yard by cutting down trees. The landlord's claims for the cost of replacing trees and for painting the rental unit were discussed at length.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to retain \$475.00 from the security and pet deposits in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$475.00 in full and final settlement of all claims against the tenant.
3. The landlord agreed to return the balance of the deposits in the amount of \$300.00 to the tenant. A monetary order in this amount will be granted to the tenant.
4. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of this dispute for both parties.

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for **\$300.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

I grant the tenant a monetary order in the amount of \$300.00.

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: June 10, 2016

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Residential Tenancy Branch