



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDC-S, FF

### Introduction

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

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. The tenant, R.B. exited the call after 4 minutes into the scheduled hearing. The tenant, R.B. proceeded with the hearing in her absence. The landlords claimed that the tenants were each served with the notice of hearing package and the submitted documentary evidence via personal service on August 23, 2018 and again on August 25, 2018. The tenant, R.B. (the tenants) confirmed receipt of the landlords' notice of hearing packages and the submitted documentary evidence. The tenants confirmed that no documentary evidence was submitted. Neither party raised any service issues. I accept the undisputed affirmed evidence of both parties and find that both parties have been sufficiently served and are deemed served as per section 90 of the Act.

### Issue(s) to be Decided

Are the landlords entitled to a monetary order for money owed or compensation and recovery of the filing fee?

Background, Evidence, Analysis and Conclusion

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on September 1, 2015 on a fixed term of 12 months ending on August 31, 2016 as per the submitted copy of the signed tenancy agreement dated September 1, 2015. The monthly rent was \$1,600.00 payable on the 1<sup>st</sup> day of each month. A security deposit of \$800.00 was paid.

The landlords seek a monetary claim of \$8,673.37 which consists of:

\$3,187.64	Repairs and Clean Up as detailed in Invoices/Receipts #1-25
\$5,000.00	Unpaid Rent
\$209.73	Process Service Fees for Previous RTB Application
\$100.00	Estimate for Future Application Fees
\$175.00	Estimate for Future Service

The landlords claim that after the tenancy ended on August 9, 2018 the landlord found the rental property damaged requiring numerous repairs and dirty requiring extensive cleaning. Professional Contractors were hired and Supplies purchased.

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

The landlords agreed to cancel the application for dispute.

The tenants agreed to pay to the landlord \$6,000.00 (for unpaid rent and partial cleaning costs), which both parties agreed constituted a final and binding resolution of all monetary issues under dispute in this application for dispute resolution.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue a monetary order in the landlords favour in the amount of \$6,000.00. I deliver this Order to the landlords in support of the above agreement for use in the event that the tenant(s) do not abide by the terms of the above settlement. The landlords are provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) 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: November 30, 2018

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Residential Tenancy Branch