



Dispute Resolution Services

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Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding BONA VISTA MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFL, MNDL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on August 30, 2018 (the "Application"). The Landlord applied for \$483.25 in compensation for damage caused by the tenant, their pets or guests to the unit. The claim relates to replacing carpet in the entrance area of the unit. The Landlord sought reimbursement for the filing fee.

The Representative, Property Manager and Building Manager appeared at the hearing for the Landlord. The Tenant appeared at the hearing.

The Tenant confirmed the correct spelling of his last name and I amended the Application to reflect this. This is also reflected in the style of cause.

The Representative confirmed the Application does not relate to the security deposit for this tenancy and that the Landlord is seeking a monetary order.

I explained the hearing process to the parties who did not have questions about the process when asked. The parties provided affirmed testimony.

The Landlord had submitted evidence prior to the hearing. The Tenants had not submitted evidence. I addressed service of the hearing package and Landlord's evidence. The Tenant confirmed he received the hearing package and Landlord's evidence and raised no issue in this regard.

An issue arose in relation to photos submitted by the Landlord that I could not access. I will not detail this issue here as the parties came to a settlement agreement and therefore access to the photos is unnecessary.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. There is no issue that there was a tenancy agreement between the parties in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out

the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue a Monetary Order. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure. The Tenant confirmed he understood both Tenants would be bound by this agreement.

Settlement Agreement

The Landlord and Tenants agree as follows:

1. The Tenants will pay the Landlord \$291.62 by January 31, 2019.

This agreement is fully binding on the parties and is in full and final satisfaction of the issues raised in the Application.

The Landlord is granted a Monetary Order in the amount of \$291.62. If the Tenants fail to pay the \$291.62 as set out above, this Order must be served on the Tenants. If the Tenants do not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: January 07, 2019

Residential Tenancy Branch