



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

The landlords filed an application for dispute resolution (the “Application”) on February 19, 2020 seeking to recover amounts of unpaid rent and compensation for damage cause by tenants. They apply to hold the security and/or pet damage deposit. Additionally, the apply for reimbursement of the Application filing fee.

The matter proceeded by way of a hearing pursuant to section 74(2) of the *Residential Tenancy Act* (the “Act”) on June 25, 2020. In the conference call hearing I explained the process and provided the attending parties the opportunity to ask questions.

The tenants, as the Respondents to the landlords’ Application, confirmed they received the evidence prepared by the landlord for this hearing. They did not provide documents for evidence. The hearing was an opportunity for each party to present oral testimony and make submissions.

Issue(s) to be Decided

Are the landlords entitled to a Monetary Order for Damage or Compensation pursuant to section 67 of the *Act*?

Are the landlords entitled to retain the security deposit held, pursuant to section 38 of the *Act*?

Are the landlords entitled to recover the filing fee for their Application pursuant to section 72 of the *Act*?

Background and Evidence

The landlords provided a copy of the tenancy agreement that each party signed on January 7, 2015. Rent in the amount of \$2,600.00 was to be paid on the first day of each month. The tenants paid \$1,300.00 security deposit amount on January 7, 2015. The tenancy started on January 15, 2015. The tenancy ended on December 31, 2019.

The landlords applied for recovery of unpaid rent. This is for the months of December 2019 and January 2020, at \$2,695.00 per month. After the tenants' move out at the end of December 2019, the unit needed cleaning and repair into the month of January. As a result, the landlords are claiming for January rent as well, being as they were unable to rent the unit that following month.

The landlords also claimed that amount of \$9,812.53. This is for damage necessitating repairs, the amount for which the landlords claim compensation. The landlords provided specifics on a monetary order worksheet. This includes an amount of \$145.95 for fireplace repair and \$340.00 for air duct cleaning and a furnace filter.

The tenants took no issue with these amounts overall. They did share their opinion their prior requests for work completed in the unit after the end of tenancy; this includes the fireplace and duct cleaning. In the hearing the landlords agreed to drop this amount from their claim.

Settlement Agreement

The parties reached a full and final agreement in the hearing that the tenants would make payments over the upcoming months through post-dated cheques. The tenants made this offer on their own, in consideration of both parties' needs and obligations in this matter.

On a monetary order worksheet, the landlords claimed a total amount of \$15,202.53 for unpaid rent and repair amounts. Subtracting the amounts above (\$145.95 and \$340.00) brings the claimed amount to \$14, 716.58.

In the hearing the tenants authorized the landlords to retain the security deposit amount of \$1,300.00. Subtracting this amount brings the claimed amount to \$13,416.58. The landlords agreed with this amount.

Both parties confirmed this agreement is made on a voluntary basis and with the understanding of the nature of this full and final settlement on this matter. I accept and record

the settlement agreement reached by the parties during the hearing. I make a Monetary Order for the total monetary amount to the landlords for the specific amount.

The parties reached this settlement agreement in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as the tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement, or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy.

Given the parties reached an agreement in this matter, I do not make an award for the recovery of the Application filing fee.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the landlords with a monetary order to serve and enforce upon the tenants, if necessary. Both parties are to keep records of payments made as proof they are each focusing on the terms of this agreement. Both parties also are to remain in contact for the provision of payments and establishing a schedule of payments.

If the tenants fail to comply with the terms of payment as set out within this agreement, the landlords may enforce the monetary order in the Small Claims Court division of the Provincial Court of British Columbia.

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 29, 2020

Residential Tenancy Branch