



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDL-S, MNDCL-S (Landlord)
 MNSD, FFT (Tenant)

Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Landlord filed the application September 30, 2020 (the “Landlord’s Application”). The Landlord applied as follows:

- For compensation for damage caused by the tenant, their pets or guests to the unit or property;
- For compensation for monetary loss or other money owed;
- To keep the security and pet damage deposits; and
- To recover the filing fee.

The Tenant filed the application November 25, 2020 (the “Tenant’s Application”). The Tenant applied as follows:

- For return of the security and pet damage deposits; and
- To recover the filing fee.

The Tenant and Landlord appeared at the hearing. The Landlord advised that her son was going to attend the hearing to assist her; however, the Landlord’s son did not call into the hearing which proceeded for 47 minutes. The Tenant advised that she intended to call a witness during the hearing; however, the parties came to a settlement agreement and therefore I did not hear from the witness.

The Landlord confirmed she was seeking the following compensation:

- \$105.00 steam cleaning carpet;
- \$94.50 window cleaning;
- \$50.00 general cleaning;
- \$50.00 yard work;
- \$12.00 paint;
- \$60.00 painting;
- \$100.00 two major dump runs;
- \$139.50 sod;
- \$30.00 laying sod; and
- \$100.00 filing fee.

The Tenant confirmed she was seeking the following compensation:

- Return of double the security and pet damage deposits minus \$100.00 for window cleaning;
- \$1,250.00 for “health damages, loss of income, damage to...reputation, and return of rent from a large part of rental unit that was not able to be used for months”; and
- \$100.00 filing fee.

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

Both parties submitted evidence prior to the hearing. I addressed service of the hearing packages and evidence and no issues arose.

A written tenancy agreement was submitted and the parties agreed it is accurate. The tenancy started February 01, 2020. The parties agreed the Tenant vacated the rental unit September 15, 2020.

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 to discuss settlement and did not come to an agreement that was fine, I would hear and decide the matter. If they did come to an agreement, I would write out the

agreement in my written decision which would become a final and legally binding agreement which the parties could not change their mind about later.

The parties 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 confirmed all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant paid a total of \$1,250.00 for security and pet damage deposits.
2. The Landlord issued the Tenant the cheque detailed on the front page of this decision as return of a portion of the deposits.
3. The Tenant has not cashed the cheque.
4. The Tenant agrees not to cash the cheque.
5. The Landlord will cancel the cheque.
6. The Landlord will return \$1,150.00 of the deposits to the Tenant by e-transfer to the email address on the front page of this decision by January 29, 2021.
7. The Landlord will keep \$100.00 of the deposits for window cleaning.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

The Tenant is issued a Monetary Order for \$1,150.00. If the Landlord fails to pay the Tenant in accordance with the settlement agreement set out above, the Tenant must serve the Landlord with this Order. If the Landlord does 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 19, 2021

Residential Tenancy Branch