



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on December 04, 2020 (the "Application"). The Landlord applied as follows:

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

The Landlord and Tenants appeared at the hearing. 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 package and evidence and no issues arose.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The parties agreed the tenancy ended December 01, 2020.

The Landlord confirmed the compensation sought is outlined in the PDF labelled "Final_Estimate_Damage" which includes:

- \$3,045.00 cabinet refinishing;
- \$570.00 baseboards in carpeted areas; and
- \$828.00 paint baseboards and one bedroom, two coats.
- Total with GST = \$4,665.00

The Tenants advised that the amount sought in the Application was not clear but that they understood the Landlord was seeking the above amounts.

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 and decide the matter. 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 took place.

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 Landlords and Tenants agree as follows:

1. The Landlords currently hold \$1,450.00 as the security and pet damage deposits.
2. The Landlords will return \$350.00 of the security and pet damage deposits to the Tenants. The Landlords can keep \$1,100.00 of the security and pet damage deposits for carpet damage.

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

The Tenants are issued a Monetary Order for \$350.00. If the Landlords do not return \$350.00 in accordance with the settlement agreement set out above, this Order must be served on the Landlords. If the Landlords 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: February 03, 2021

Residential Tenancy Branch