



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding Skyline Living  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, FFL

### Introduction

The Landlord filed an Application for Dispute Resolution (the “Application”) on October 14, 2022 seeking compensation for damage, and the filing fee for the Application. The matter proceeded by way of a hearing pursuant to s. 74(2) of the *Residential Tenancy Act* (the “Act”) on July 13 2023. In the conference call hearing I explained the process and provided the parties that attended the opportunity to ask questions.

The Landlord and the Tenants both attended the telephone conference all hearing. The Tenant confirmed they received the Notice of Dispute Resolution Proceeding from the Landlord, as well as the Landlord’s prepared evidence. As per the Landlord’s records of registered mail they sent to the Tenant, I am satisfied the Landlord completed service of all evidence as required well in advance of the scheduled hearing.

### Issues to be Decided

- Is the Landlord entitled to a monetary order for compensation for damage, pursuant to s. 67 of the *Act*?
- Is the Landlord entitled to recover the filing fee for this Application pursuant to s. 72 of the *Act*?

### Background and Evidence

The Tenant informed the Landlord that they were ending the tenancy, and on August 30, 2022 the Landlord confirmed the Tenant’s final end-of-tenancy date for September 30, 2022. The Landlord and Tenant met together on that date to inspect the condition on the rental unit.

The Landlord referred to a specific picture in their evidence of a ripped carpet, right at the doorway within the rental unit. The Landlord received an estimate for the required work, one large piece of carpeting at \$2,876.27. The Landlord notified the Tenant of this amount by letter dated October 2, 2022, and provided the estimate from a flooring company dated September 21, 2022.

The Tenant did sign their agreement to have the Landlord keep the deposit at the end of this tenancy. That amount is \$720, as shown in the original tenancy agreement that the Landlord provided in their evidence. The Tenant's signature is on the "Outgoing Inspection" form that the Landlord provided in their evidence, dated September 30, 2022. The Landlord provided a "Deposit Transfer" bearing both Tenant's signatures, dated September 30, confirming that the Tenant understood they were forfeiting the deposit return.

The Tenant in the hearing questioned the full amount of the carpet replacement's estimate, with only a isolated area of the carpet needing replacement because of damage. The Landlord stated their willingness to work with the Tenant to establish a payment plan for compensation for this damage.

The Tenant and the Landlord in the hearing discussed an agreeable amount for reimbursement. The Tenant confirmed they agreed to the Landlord keeping the security deposit in full; that is \$720. The Landlord proposed an additional \$780 payment from the Tenant, making the full amount of compensation \$1,500 in full and final payment in the matter. Each of the Tenants stated their agreement to this amount.

### Settlement Agreement

The parties reached a full and final agreement in the hearing that the Tenant would compensate the Landlord for the damaged carpet. The Landlord proposed this amount on their own, in consideration of both parties' needs and obligations in this matter.

In accordance with s. 63 of the *Act*, I find both parties reached a settlement agreement. I confirm that both parties made this agreement on a voluntary basis. I grant compensation to the Landlord for the amount of \$780 on this basis.

I grant the Landlord reimbursement of a part of the amount of their Application filing fee. I grant the Landlord an amount of \$50. This is based on the need to bring this matter to

a hearing in order to have the matter settled, yet acknowledging the Tenant's own self-disclosed financial situation.

### Conclusion

Pursuant to s. 67 and s. 72 of the *Act*, I grant the Landlord a Monetary Order in the amount of \$830 for compensation set out above and the recovery of a part of the filing fee for this hearing application. I provide the Landlord with this Order in the above terms, and they must serve the Tenant with this Monetary Order as soon as possible. Should the Tenant fail to comply with this Order, the Landlord may file this Order in the Small Claims Division of the Provincial Court where it will be 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 s. 9.1(1) of the *Act*.

Dated: July 14, 2023

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Residential Tenancy Branch