



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with the landlords' application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenants' security and pet damage deposits in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover their filing fee for this application from the tenants pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The female landlord (the landlord) confirmed that she received the tenants' notice to end tenancy posted on the male landlord's door on August 14, 2011. The tenant who attended this hearing (the tenant) testified that both she and the other tenant received a copy of the landlords' dispute resolution hearing package sent by the landlord by registered mail on September 29, 2011. She also testified that she had discussed this matter with the other tenant who had indicated to her that she was not planning to participate in this hearing as she was trying to put this tenancy behind her. I am satisfied that the parties served the above documents to one another in accordance with the *Act*.

The parties in attendance confirmed that they had exchanged extensive written evidence packages (including photographs) with one another. Much of this evidence was submitted late. With the exception of the landlords' 19-page written evidence package dated October 20, 2011, the parties agreed that they had copies of the other party's evidence and were prepared to proceed with this hearing. Since the tenant had not received the landlords' October 20, 2011 evidence package, the landlord agreed to continue with this hearing without my consideration of that evidence package.

At the commencement of this hearing, the landlord asked for permission to revise the amount of the monetary award she was seeking from \$3,226.00 to \$3,465.36. She said

that the initial application was based on estimated amounts of \$100.00 for outstanding utility bills and \$800.00 to replace the carpet in the master bedroom. She said that she now had utility bills of \$130.86 and a revised estimate for carpet replacement of \$991.64. I agreed to the landlord's request to revise the amount of the monetary award requested to \$3,465.36 to reflect these more accurate and updated items.

Issues(s) to be Decided

Are the landlords entitled to a monetary award for damage and losses arising out of this tenancy? Are the landlords entitled to retain all or a portion of the tenants' security and pet damage deposits in partial satisfaction of the monetary award requested? Are the landlords entitled to recover their filing fee for this application from the tenants?

Background and Evidence

This tenancy commenced as a one-year fixed term tenancy on July 15, 2010. Monthly rent was set at \$1,650.00, payable in advance on the 15th of each month. When the initial term expired on July 14, 2011, the tenancy continued as a month-to-month tenancy. The landlords continue to hold the tenants' \$825.00 security deposit and \$825.00 pet damage deposit, both paid on June 14, 2010.

The landlord's revised application for a monetary award of \$3,465.36 included the following items:

Item	Amount
Landlord's Loss of Rent September 15, 2011 to October 1, 2011	\$825.00
Banister Repair	146.47
Outstanding Utilities	130.86
Bedroom Ceiling and Walls (Painting)	649.59
Master Bedroom Walls and Trim (Painting)	425.88
Materials Provided to Tenants	71.93
Replace Smooth Edge and Underlay Plus Materials	153.99
Carpet Cleaning	70.00
Replace Master Carpet and Baseboard	991.64
Total Monetary Award Requested	\$3,465.36

The landlords also applied for recovery of the \$50.00 filing fee for this application from the tenants.

Analysis

Pursuant to section 63 of the *Act*, the dispute resolution officer may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties reached an agreement to settle their dispute on the following terms:

1. Both parties agreed that the landlord will retain the tenants' security and pet damage deposits in full resolution of all monetary issues arising out of this tenancy.
2. The tenant agreed to not commence or pursue any further applications for dispute resolution arising out of this tenancy.
3. Both parties agreed that this settlement is a final and binding resolution of all matters arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

In order to implement the above settlement reached between the parties and as agreed by the parties, I allow the landlords to retain the tenants' security and pet damage deposits. The landlords must bear the cost of filing this application.

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: October 26, 2011

Residential Tenancy Branch