



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR; MNDC, MNSD; FF

Introduction

This is the Landlords' application for a Monetary Order for loss of revenue; compensation for damage or loss under the Act, regulation or tenancy agreement; to retain the security deposit in partial satisfaction of their monetary award; and to recover the cost of the filing fee from the Tenants.

The Landlords' agent gave affirmed testimony at the Hearing.

The Landlords' agent testified that the Notice of Hearing documents and copies of the Landlord's documentary evidence were posted to the door of a forwarding address provided by the Tenants on March 29, 2012.

Based on the affirmed testimony of the Landlords' agent, I am satisfied that the documents were sufficiently given to the Tenants for the purposes of the Act, pursuant to the provisions of Section 71(2)(c) of the Act.

Issues to be Decided

- Are the Landlords entitled to a monetary award, and if so, in what amount?

Background and Evidence

The Landlords' agent gave the following testimony:

A copy of the tenancy agreement was provided in evidence. This tenancy was a one year lease, due to expire March 31, 2012. Monthly rent was \$1,200.00, due on the first day of each month. Rent did not include utilities. The Tenants paid a pet damage deposit in the amount of \$600.00 and a security deposit in the amount of \$600.00 at the beginning of the tenancy.

There is a clause in the tenancy agreement providing for liquidated damages in the amount of \$600.00 if the Tenants ended the tenancy before the term expired.

The Landlords' agent testified that the Tenants ended the tenancy early on February 29, 2012. He stated that the carpets were not shampooed at the end of the tenancy. The Landlord provided a copy of the invoice for carpet cleaning in the amount of \$252.00.

The Landlords' agent stated that the rental unit was re-rented for \$1,200.00 per month on March 15, 2012, and that the new occupants paid one-half of one month's rent for the month of March, 2012.

The Landlords' agent testified that the pet damage deposit was returned to the Tenants.

The Landlord also provided a copy of a hydro bill for the period from March 1 to March 19, 2012, in the amount of \$143.85.

In the Landlords' Application for Dispute Resolution, the Landlord seeks:

Loss of revenue (one half a month's rent)	\$600.00
Liquidated damages	\$600.00
Cost to shampoo carpets	\$252.00
Hydro	\$143.85
Recovery of filing fee	<u>\$50.00</u>
TOTAL	\$1,643.85

Notwithstanding the above, the Landlords' agent testified that he and the Tenants had reached a verbal agreement that the Landlord would retain the security deposit in full compensation for the Landlords' claim. He stated that a written agreement was drafted, but the Tenants had not yet attended his office to sign the agreement.

Analysis

The Landlords' agent provided oral testimony and documentary evidence to support the Landlords' claim in the amount of \$1,643.85. The Landlords' agent testified that the Landlord would accept \$600.00 in full and final settlement of the Landlords' claim, pursuant to a verbal agreement between the parties.

Based on the undisputed testimony of the Landlords' agent, I find that the parties have reached an agreement to settle the Landlords' claim which was to the Tenants' benefit, and I allow the Landlord to retain the security deposit in the amount of \$600.00 in full and final satisfaction of any claim the Landlord may have related to this tenancy.

Conclusion

The Landlord may retain the \$600.00 security deposit in full and final satisfaction of the Landlords' claim.

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: May 24, 2012.

Residential Tenancy Branch