



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

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

- a monetary order for unpaid rent, 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' pet damage and security deposits in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenants pursuant to section 72.

The tenants did not attend this hearing, although I waited until 11:14 a.m. in order to enable them to connect with this teleconference hearing scheduled for 11:00 a.m. The landlord attended the hearing and was given a full opportunity to be heard, to present evidence and to make submissions. The landlord entered sworn oral testimony and written evidence that the tenants handed him their written notice to end this tenancy by May 31, 2012 on May 4, 2012. The landlord provided written evidence that he sent both tenants a copy of his dispute resolution hearing package by registered mail on July 19, 2012. He provided Canada Post Tracking Numbers and on-line tracking information to confirm that these packages were delivered to the tenants on July 20 and July 25, 2012. I am satisfied that the landlord served the hearing packages in accordance with the *Act*.

At the commencement of the hearing, the landlord said that the parties had been able to reach a settlement of their dispute shortly before this hearing. He testified that as per the terms of their settlement, he was only seeking authorization to retain the tenants' pet damage and security deposits. He said that he was no longer pursuing the remainder of his claim for a monetary Order. He revised the amount of the monetary award he was seeking from \$2,257.20, the amount identified on his application for dispute resolution, to \$1,045.00, the retained amount of the tenants' pet damage and security deposits. The landlord read into evidence the wording of communications he had received from the tenants to confirm his claim that the dispute has been settled and that they were authorizing him to keep their pet damage and security deposits. In one of the

tenants' documents read into oral testimony by the landlord, the tenants confirmed that their settlement included their agreement that the landlord could retain their pet damage and security deposits, a total of \$1,045.00. The landlord testified that he was satisfied that the tenants' payments and their agreement to let him keep their pet damage and security deposits resolves all outstanding issues arising out of this tenancy..

Issues(s) to be Decided

Is the landlord entitled to retain the tenant's pet damage and security deposits?

Background and Evidence

This one-year fixed term tenancy commenced on September 1, 2011. Monthly rent was set at \$1,045.00, payable in advance on the first of each month. The landlord continues to hold the tenants' \$522.50 pet damage deposit and \$522.50 security deposit, both paid on September 9, 2011. This tenancy ended when the tenants vacated the rental unit by May 31, 2011.

The landlord's original claim for a monetary award of \$2,257.20 included \$1,045.00 for the landlord's loss of rent for July 2012, a \$850.00 liquidated damages charge, \$325.00 for cleaning, and \$37.20 for unpaid utilities. In the landlord's September 23, 2012 written evidence package, the landlord asked for an increase in his total requested monetary award to \$3,660.82. The additional amount included his loss of rent for August 2012, a \$243.04 carpet cleaning expense he incurred, three NSF cheques at \$25.00 each, and additional utilities charges in the amount of \$40.58.

Analysis

Based on the undisputed evidence submitted by the landlord, I allow the landlord to retain the tenants' pet damage and security deposits plus applicable interest as part of the agreement reached between the parties in advance of this hearing. No interest is payable over this period. The total amount of these deposits is \$1,045.00.

Conclusion

I order the landlord to retain the tenants' pet damage and security deposits, a total of \$1,045.00.

I dismiss the remainder of the landlord's application for dispute resolution without leave to reapply.

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 03, 2012

Residential Tenancy Branch