



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes O

Introduction

This hearing was convened by way of conference call in response to the tenant's application for other issues concerning the repayment of rent.

The tenant, the landlord and an agent for the landlord attended the conference call hearing, gave sworn testimony and were given the opportunity to cross examine each other on their evidence. The tenant provided documentary evidence to the Residential Tenancy Branch and to the other party in advance of this hearing. All evidence and testimony of the parties has been reviewed and are considered in this decision.

Issue(s) to be Decided

Is the tenant entitled to recover any rent?

Background and Evidence

The parties agree that this tenancy started on March 01, 2012. Rent for this unit was \$1,235.00 per month plus utilities. Rent was due on the 1st day of each month. The tenants paid a security deposit of \$617.50 and a pet deposit of \$400.00 before the start of the tenancy.

The tenant's agent testifies that there were three tenants residing in this rental unit. Two of the tenants had their rent paid directly to the landlord from the Ministry. The tenant

has provided copies of two rent cheques paid by the Ministry for February, 2013 rent. These cheques come to a total amount of \$926.25. The tenant's agent testifies that the tenants had to move from the rental unit on February 06, 2012 due to an Order of Possession gained by the landlord on January 31, 2013. The tenants agree the landlord is entitled to a prorated rent for these six days in February but seek to recover the remainder of the rent paid from the landlord.

The landlord testifies that a direct request proceeding was held on January 31, 2013 due to unpaid rent for January, 2013 of \$308.75. The landlord testifies that an Order of Possession and a Monetary Order were obtained and were served upon the tenants on January 05, 2013. The tenants did vacate the rental unit on February 06, 2013. The landlord testifies that she was advised by someone at the Residential Tenancy Office to put the rent cheques for February into the landlord's bank as the landlord did not know at that time when the tenants would be moving from the rental unit.

The landlord testifies that since that time the landlord has deducted the sums of:
\$264.64 for six days rent in February, 2013
\$308.75 for rent owed in January, 2013

This left a balance of \$352.86 which the landlord has returned to the tenants in February, 2013.

The tenants agree the landlord has returned this amount to them and agree that no more rent is outstanding.

The tenants sought to amend their application to recover the security and pet deposits. The tenant testifies that they gave the landlord their forwarding address in writing on February 06, 2013 and the landlord has only returned \$100.00 of their pet despoil.

I explained to the tenant that the tenants must file an application for the return of the security and pet deposit and the tenant testifies that they did do this on the original

application however the information officer informed the tenant that they had applied prematurely as they were still residing at the rental unit.

The parties discussed the issues of the security and pet deposits and came to a mutual agreement concerning these deposits. The parties did not require me to make a decision in this matter but asked me to record the agreement they had reached.

Agreement between the parties concerning the security and pet deposits.

- The tenant agrees the landlord may keep the sum of \$579.67 from the security and pet deposits in full and final settlement of the carpet cleaning, the cleaning, replacement light bulbs, and junk removal.
- The landlord agrees to return the balance of the security and pet deposits to the sum of \$337.83 on or before March 05, 2013.

Analysis

I have carefully considered all the evidence before me, including the sworn testimony of both parties.

With regard to the tenants claim to recover a portion of the rent paid for February from the landlord; It was agreed at the hearing that the landlord had deducted the rent owed for January and for six days in February. It was also agreed that the landlord has returned the balance of the Februarys rent to the tenants and no more rent is owed to the tenants. Therefore I dismiss the tenant's application to recover rent as it no longer has any merit.

Conclusion

The tenant's application is dismissed without leave to reapply.

Both Parties have reached an agreement during the hearing concerning the security and pet deposits and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of any future claims by either party against either of the deposits.

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: February 26, 2013

Residential Tenancy Branch

