



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Landlord: MNR, MND, MNDC, MNSD and FF
Tenant: MNDC, MNSD and FF

Introduction

This hearing addresses applications by both the landlord and the tenant.

The landlord's application of May 30, 2013 sought a monetary award for unpaid rent, damage to the rental unit, damage or loss under the rent agreement, recovery of the filing fee for this proceeding and authorization to retain the tenant's security deposit in set off against the balance owed.

The landlord amended her application on August 27, 2013 to increase her requested monetary award from \$1,481.41 to \$7,443.94 but withdrew a \$4,125 portion of her claim on assurance that the original head tenants were not part of the current tenants' claim.

The tenants' application of application of August 22, 2013 sought an order for return of their security deposit, a monetary award for damage or loss under the legislation or rental agreement and recovery of the filing fee for this proceeding. Specifically, the tenants sought an award for half of the one-month's free rent to which tenants are entitled under a landlords notice to end tenancy. In addition, the tenants sought an award for the equivalent of two months' rent on the grounds that the landlord had not used the rental unit for the purpose stated in the notice to end tenancy for landlord use.

While the landlord's application was in one name, the tenants named two landlords in theirs which is why two landlords are named in style of cause but a monetary order is made in favour of only one.

Issue(s) to be Decided

The landlord's application requires a decision on whether she is entitled to a monetary award for claims submitted and authorization to retain the security deposit in set off.

The tenants' application requires a decision on whether they are entitled to an award for return of their security deposit and compensation for damage or loss under the legislation or rental agreement.

Adjudication of claims for damage to the rental unit takes into account whether damage is proven and attributable to the tenants, move-in/move-out condition inspection reports, normal wear and tear, depreciation and whether amounts claimed are fair and reasonable. Claims for damage or loss under the legislation or rental agreement require that the landlord do whatever is reasonable to minimize the losses claimed.

Background, Evidence and Analysis

This tenancy began on January 1, 2006 at a monthly rent of \$800, subsequently reduced to \$750 when one or two of the occupants left the tenancy. On December 31, 2012 the landlord issued a Notice of Rent Increase to \$920 which was reduced by agreement to the allowable annual increase raising the rent to \$778.50 on April 1, 2013.

The tenancy ended on May 15, 2013 pursuant to two-month Notice to End Tenancy for landlord use served on April 1, 2013.

Settlement Agreement

Section 63 of the Act makes provision for the parties to a dispute resolution proceeding to craft a settlement agreement which the arbitrator may record in the form of a decision and/or order.

In the present matter, the parties agreed to settle this dispute under the following terms:

1. The tenants agree to withdraw their claim for the one-half month's rent not yet returned, an entitlement under the section 51 of the *Act* for tenants for have vacated on a notice for landlord use ;
2. The tenants waive and withdraw their claim for the equivalent of two months' rent made on the grounds that the rental unit was not used for the purpose stated in the notice to end tenancy;

3. The tenants agree that the landlord may retain the security deposit paid on or about January 1, 2006 with interest;
4. The tenants agree to pay the landlord an additional \$500 and that the landlord will have a Monetary Order for that amount;
5. The landlord agrees to accept the provisions of the preceding four items in settlement of all of her claims;
6. The parties understand and agree that this settlement agreement is as binding as an arbitrated award, that it constitutes full and final settlement, and that neither party may bring a further action against the other with respect to the subject tenancy.

Conclusion

The landlord's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for **\$500.00** for service on the tenants.

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: September 05, 2013

Residential Tenancy Branch

