



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 hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Section 67 for damages to the property;
- b) An Order to retain the security deposit pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

This hearing also dealt with an application by the tenant pursuant to the Residential Tenancy Act (the Act) for orders as follows:

- d) For a return of twice the security deposit pursuant to section 38;
- e) An Order that the landlord obey the provisions in the Act; and
- f) To recover the filing fee for this application.

SERVICE

Both parties attended the hearing and each confirmed receipt of each other's Application for Dispute Resolution. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there was unpaid rent and other costs caused by the tenant and the amounts? If so, what is the amount of the compensation and is the landlord entitled to recover filing fees also?

Is the tenant entitled to twice her security deposit refunded and to recover filing fees for the application?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. The undisputed facts were complicated. The tenant had a tenancy agreement with one landlord, then she sublet to another individual

and the property was sold to this landlord. The landlord said he did not realize until after the purchase that the unit had been sublet and there were rental problems. It is undisputed that the tenancy commenced in 2011, that rent is \$1100 a month inclusive and a security deposit of \$550 was paid on January 19, 2011. It is undisputed that the tenant who sublet did not pay rent for April 2013 and the landlord served a Notice to End Tenancy on him. The subletting tenants vacated pursuant to the Notice without paying April's rent but the landlord was able to re-rent for May 1, 2013. There was a mess to clean up by the landlord and the tenant said that each of the subletting tenants accused each other of leaving a mess. The landlord claims \$1100 in outstanding rent for April 2013 plus \$225 for cleanup. No invoices were provided.

The tenant said sublet because she travels. In May, the new tenant called and asked her to come and pick up her stuff and she was surprised because the subletting tenants had not advised her of the problems. She wanted to conclude this matter in an orderly way so she served a Notice to End the Tenancy (preprinted form) for August 5, 2013 on August 5, 2013 and requested her Security Deposit be returned to the address she provided in writing. In her Notice, she agrees to be responsible for outstanding rent. She requests the return of double her security deposit as none of it has been refunded, she did not get an opportunity for a final condition inspection and none of her deposit has been returned. In evidence is a copy of the lease, a move-in inspection report and the Notice to End Tenancy. She also requested the return of her bicycle.

After discussing the problems in a very reasonable way, the parties agreed to settle on the following terms and conditions:

- 1. The landlord will retain the security deposit and obtain a monetary order for \$45 for his clean up costs and \$50 for his filing fee (total \$95) in full settlement of his monetary claims.**
- 2. The landlord has no knowledge of the tenant's bicycle so the tenant agreed to waive the claim to have her bicycle returned and have her claim dismissed.**
- 3. This will settle all matters between the parties in respect to this tenancy.**

On the basis of the documentary and solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis

Pursuant to the settlement agreement above, I find the landlord entitled to a monetary order for \$95.

Conclusion:

I find the landlord entitled to a monetary order for \$95. I dismiss the application of the tenant in its entirety.

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: December 17, 2013

Residential Tenancy Branch

