



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD & MNDC

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenants by mailing, by registered mail to where the tenants reside. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on September 1, 2012, end on August 31, 2013 and become month to month after that. The tenancy agreement provided that the tenant(s)

would pay rent of \$1150 per month plus \$50 for an additional occupant payable in advance on the first day of each month. The tenants paid a security deposit of \$575 on July 20, 2012. The rent was subsequently increased to \$1225 including an additional occupant.

The tenancy ended on November 30, 2013 after the tenant gave the landlord written notice.

The Application for Dispute Resolution filed by the landlord seeks a monetary order in the sum of \$1381. The tenants dispute the landlord's claim by taking the possession that they did not cause the alleged damage or that the amount claimed by the landlord is excessive.

Settlement:

At the end of the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy act as follows:

- a. The landlord shall retain the security deposit.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

As a result of the settlement I ordered that the landlord shall retain the security deposit.

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: March 06, 2014

Residential Tenancy Branch

