



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 female tenant by mailing by registered mail to the forwarding address provided by the female tenant on December 20, 2014. The landlord was not able to serve the male tenant. As a result I ordered that the application against the male tenant be dismissed with liberty to re-apply. 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 written tenancy agreement that provided that the tenancy would start on August 1, 2012, end on July 31, 2013 and become month to month after. The tenancy agreement provided that the tenant(s) would pay rent of \$1600 per month payable in advance on the first day of each month. The rent was subsequently increased to \$1625 per month. The tenants paid a security deposit of \$800 on August 1, 2012.

The co-tenants experienced domestic conflict. On October 30, 2013 the female tenant gave the landlord written notice vacating the rental unit as of the last day of October 2013. On October 31, 2014 she visited the office of the landlord and advised she was leaving and signed a document agreeing to waive her claim to the security deposit. At this time the female tenant believed the landlord and the male tenant would be entering into a new tenancy agreement commencing November 1, 2013.

The male tenant failed to enter into the new tenancy agreement and failed to pay the rent for November when due. As a result the landlord served a 10 day Notice to End Tenancy on the Tenants and obtained a monetary order in the sum of \$1625 and an Order for Possession by Direct Request. The orders were obtained on November 28, 2013. On or about November 19, 2014 the male tenant paid the landlord rent in the sum of \$530. The landlord accepted the payment "for use and occupation only." The landlord regained possession of the rental unit on or about December 18, 2013.

The Application for Dispute Resolution filed by the landlord seeks a monetary order in the sum of \$3577.96 composed of the following:

- \$1417.96 for suite painting
- \$175 for carpet cleaning
- \$575 for stain/burn removal
- \$700 for suite cleaning
- \$710 for disposal of furniture

The tenant disputes the landlord's claim submitting the male tenant only is responsible. She stated she advised the landlord on December 9, 2013 that she removed all of her belongings and that she has no interest in the goods that remain in the rental unit.

Settlement:

At 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 tenant shall pay to the landlord the sum of \$1700.
- b. The landlord shall retain the security deposit in the sum of \$800 reducing the amount owing to \$900 which shall be paid by the tenant to the landlord within 7 days of the date of this settlement.
- c. Subject to "d" below this is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.
- d. This settlement does not limit the right of the landlord to enforce its monetary order in the sum of \$1625 obtained against both tenants on November 28, 2014 for non-payment of rent for November and the right of the female tenant to make application for review or to the Supreme Court of British Columbia to have that monetary order set aside against her.

Monetary Order & Security Deposit

As a result of the settlement I ordered that the female tenant pay to the landlord the sum of \$1700. I determined the security deposit plus interest totals the sum of \$800. I determined the landlord is entitled to retain this sum. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$900

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It is further Ordered that this sum be paid by April 15, 2014. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: April 08, 2014

Residential Tenancy Branch

