



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MDSD & FF

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 filed by each party was sufficiently served on the other by mailing, by registered mail to where the other party resides.

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?
- d. Whether the tenants are entitled to a monetary order and if so how much?
- e. Whether the tenant are entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on May 15, 2013, end on May 31, 2014 and become month to month after that. The rent was \$1500 per month payable on the first day of each month. The tenant paid a security deposit of \$750 at the start of the tenancy. The tenants subsequently paid a pet damage deposit of \$750. At the end of January the tenants gave the landlord written notice they were

vacating on March 1, 2013. The tenants vacated the rental unit on that date. The landlord returned \$1000 of the deposits and retained \$500.

The tenants seek a monetary order in the sum of \$500 for the return of the deposit which the landlord holds. The tenants also allege the landlord failed to prepare a condition inspection report and thus the landlord is disentitled to the deposits.

The Application for Dispute Resolution filed by the landlord seeks a monetary order of \$3000 for two months loss of rent. The landlord also alleged the tenants damaged the floors. The tenants deny this.

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:

1. The landlord shall retain the security deposit/pet damage deposit of \$500.
2. 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 of \$500

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: June 05, 2014

Residential Tenancy Branch

