



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 was sufficiently served on the tenants by mailing, by registered mail to where the tenants resides on May 27, 2014. I further find that the Amended Application for Dispute Resolution/Notice of Hearing was sufficiently served on the tenants by mailing by registered mail to where the tenants reside on August 20, 2014. 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 August 1, 2013 and end on July 31, 2014. The rent is \$1600 per month payable on the first day of each month. The tenants paid a security deposit of \$800 and a pet damage deposit of \$800 at the start of the tenancy.

In the middle of May the tenants gave the landlord notice they were ending the tenancy at the end of May.

The Amended Application for Dispute Resolution filed by the landlord claims the sum of \$3306 for loss of rent for June and July and an overage utility charge of \$66.86.

The tenants dispute the landlords claim raising the following issues:

- The parties agreed to settle the matter in May 2014 on the basis the landlord would keep the security deposit and return the pet damage deposit less the overage utility charge.
- The landlord failed to properly mitigate
- The tenant had the right to end the tenancy early based on deficiencies in the rental unit
- The rental unit was not ready to rent for a period of time.

Settlement:

At the end of the hearing the parties reached a settlement of this disputed claim 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 of \$800 and the pet damage deposit of \$800.
- b. In addition, the tenants shall pay to the landlord the sum of \$57.
- c. This is a full and final settlement and each party releases and discharges the other of all further claims with respect to this tenancy.

As a result of the settlement I ordered that the landlord shall retain the security deposit and pet damage deposit. I further order that the tenants shall pay to the landlord the sum of \$57.

It is further Ordered that this sum be paid forthwith. 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: September 10, 2014

Residential Tenancy Branch

