



# 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 tenant by mailing, by registered mail to where the tenant resides on January 10, 2015. 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 written tenancy agreement. The tenant initially rented the upstairs portion of the rental property. She subsequently agreed to rent the upstairs

and basement portion of the rental property for \$1900 per payable in advance on the first day of each month. The tenant paid a security deposit of \$950 when she agreed to rent the entire house.

The tenancy ended in early December. The landlord seeks a monetary order in the sum of \$7545 for loss of rent and damages to the rental unit. The tenant disputes many of the landlord's claims. The tenant alleged she has claims against the landlord.

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 tenant shall pay to the landlord the sum of \$3000.
- b. The landlord shall retain the security deposit of \$950 reducing the amount owing to \$2050.
- c. The balance shall be paid by the tenant to the landlord in accordance with a payment schedule to be agreed upon by the parties and if they are unable to agree the landlord shall be at liberty to register the monetary order in Small Claims court and the Small Claims Court judge shall determine a payment schedule.
- d. 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 tenant shall pay to the landlord the sum of \$3000. The security deposit totals the sum of \$950. I ordered the landlord shall retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2050.**

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: January 27, 2015

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Residential Tenancy Branch

