



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNDC, MNSD, FF, O,

Introduction

This hearing dealt with applications from both the landlord and the tenants under the *Residential Tenancy Act* (the *Act*). The landlord applied for:

- a monetary order for unpaid rent pursuant to section 67;
- authorization to retain all or a portion of the tenants' security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover his filing fee for this application from the tenants pursuant to section 72; and
- other unspecified remedies.

The tenants applied for:

- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of their security deposit pursuant to section 38;
- authorization to recover their filing fee for this application from the landlord pursuant to section 72; and
- other unspecified remedies.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another.

At the commencement of the hearing, I noted that the male tenant (the tenant) was the only person who had a contractual obligation or right under the Residential Tenancy Agreement (the Agreement) because he was the only tenant to sign the Agreement. I informed both parties that any order that I might issue could only name him as either the tenant Applicant or the tenant Respondent.

The tenant confirmed that he received a copy of the landlord's dispute resolution hearing package and written evidence package sent by the landlord on October 20, 2014. The landlord confirmed that he received a copy of the tenants' dispute resolution hearing package and written evidence sent by the tenants by registered mail on March 2, 2015. I am satisfied that these documents were duly served to one another in accordance with sections 88 and 89(1) of the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent or loss of rent? Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the tenant entitled to a monetary award for losses or damages arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the tenant entitled to a monetary award for the return of a portion of his pet damage and security deposits? Is the tenant entitled to a monetary award equivalent to the amount of his pet damage and security deposits as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*? Are either of the parties entitled to recover the filing fee for their applications from one another? Should any other orders be issued?

Background and Evidence

On August 9, 2014, the tenant and the landlord signed the Agreement, which called for this periodic tenancy to commence on August 21, 2014. Monthly rent was set at \$800.00, payable in advance on the first of each month. The landlord continues to hold the \$400.00 security deposit for this tenancy paid on August 21, 2014.

The tenant testified that the tenants paid full monthly rent of \$800.00 for August 2014. The landlord testified that the only payment he received during this short tenancy was the \$400.00 security deposit payment.

The parties entered into written evidence a copy of a September 1, 2014 email from the tenant to the landlord. In that email, the tenant advised that the tenants had decided that they would end their tenancy as of August 31, 2014, because of their dissatisfaction with the condition of the rental unit. The landlord confirmed receiving the tenant's email on September 1, 2014. In that email, the tenant requested the recovery of \$380.00 in cleaning costs he had incurred, and noted that the tenants had only stayed in the rental unit a total of eight days. He suggested that the landlord pro-rate his rent for August 2014 at a rate of \$25.80 per day, which could be subtracted from his \$380.00 bill for cleaning costs. He also asked the landlord to return the security deposit to his forwarding address.

The landlord's application for a monetary award of \$530.00 included a request for \$80.00 to remove some of the tenants' furniture, \$800.00 for the loss of rent for September 2014, and the landlord's \$50.00 filing fee. The landlord also asked for authorization to keep the tenants' \$400.00 security deposit.

The tenants' amended application for a monetary award of \$877.71 included the return of the \$400.00 security deposit, \$380.00 in cleaning costs, \$47.71 in photo processing costs and the tenants' \$50.00 filing fee.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may

be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. They agreed to settle all of the issues in dispute between them on the following terms.

1. The landlord agreed to return the tenant's \$400.00 security deposit by mailing the tenant a negotiable cheque in that amount by May 27, 2015.
2. Both parties agreed that the monetary terms outlined above constituted a final and binding resolution of all issues in dispute arising out of this tenancy and furthermore that they will not commence any new initiatives of any kind arising out of this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the male tenant's favour in the amount of \$400.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord does not abide by the terms of the above settlement. The tenant is provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: May 20, 2015

Residential Tenancy Branch

