



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, MND, MNDS & 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.

### 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 that provided that the tenancy would start on June 1, 2013 and continue on a month to month basis. The tenancy agreement provided that the tenant(s) would pay rent of \$850 per month payable on the

first day of each month. The tenant paid a security deposit of \$400 on April 1, 2013 and a pet damage deposit of \$400 on June 9, 2013.

The tenant(s) failed to pay the rent for the months of January. On January 8, 2015 the tenant gave the landlord written notice she would be vacating the rental unit on January 31, 2015. The tenant subsequently paid \$450 of the rent leaving a balance owing of \$400 for January. The landlord was not able to rent the rental unit for February and claims damages for loss of rent in the sum of \$850.

On January 1, 2015 the tenant e-mailed the landlord she was vacating the rental unit at the end of January. This document was not signed. She subsequently gave the landlord written notice signed by the tenant on January 8, 2015. The tenant vacated the rental unit by January 31, 2015. A co-tenant (not named in these proceedings) removed his belongings on February 2, 2015. The landlord has retained \$76.28 of the pet damage deposit and has returned the balance in the sum of \$323.72 to the tenant.

The Application for Dispute Resolution filed by the landlord claims the sum of \$2960 for loss of rent, damage to the rental unit and failure to sufficiently clean.

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 landlord shall retain the security deposit in the sum of \$400 and the balance of the pet damage deposit held by the landlord in the sum of \$76.28.
- b. In addition the tenant shall pay to the landlord the sum of \$850.
- c. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

As a result of the settlement I ordered that the landlord shall retain the security deposit and the balance of the pet damage deposit held by the landlord. I further order the tenant to pay to the landlord the sum of \$850.

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: May 27, 2015

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Residential Tenancy Branch

