



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 filed by each party was sufficiently served on the other. 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 tenant is entitled to a monetary order and if so how much
- b. Whether the tenant is entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to a monetary order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. 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 November 15, 2014 and end on November 15, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$1200 per month payable in advance

on the 15th day of each month. The tenant paid a security deposit of \$600 on November 11, 2014.

There is a dispute between the parties. The tenant testified she texted the landlord's husband who was acting as agent on January 24, 2015 identifying a bug problem in the rental unit. The landlord did not get back to her in a timely way. There was a telephone call on January 31, 2015 where the problems were discussed. The landlord testified the text message allegedly sent on January 24, 2015 was not received. At any rate the landlord conferred with some pest control contractor. However, the tenant vacated the rental unit on February 3, 2015. There were delays in returning the keys.

The Application for Dispute Resolution filed by the landlord claims the sum of \$2518. The tenant filed an Application for Dispute Resolution seeking a monetary order in the sum of \$2744.

Settlement:

After a lengthy 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 of \$600.
- b. 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. All other claims set out in each of the Application for Dispute Resolution are dismissed without liberty to reapply.

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 18, 2015

Residential Tenancy Branch

