



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 filed by the landlord was sufficiently served on the tenants by mailing, by registered mail to where the tenants' reside on March 4, 2015. I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides on May 21, 2015.

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?
- d. Whether the tenants are entitled to a monetary order and if so how much?
- e. Whether the tenants are 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 15, 2013. The tenancy ended on February 28, 2015. The rent at the end of the tenancy was \$1990 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$975 at the start of the tenancy.

The landlord claims the sum of \$2230 in compensation for alleged damage. The tenants strongly dispute all of the landlord's claims stating the alleged damage was reasonable wear and tear, existed prior to the tenants taking possession or the landlord has not proven the claim. The landlord stated she was waiting for the outcome of this hearing and has not repaired the damage.

The tenants claim the sum of \$3107 seeking the return of the security deposit and \$1950 for emotional distress. The tenants presented a considerable amount of evidence. The landlord disputes the tenants' claims.

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 pay to the tenants the sum of \$975.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims.

The settlement resulted after a lengthy hearing and settlement negotiations. I read out the settlement to the parties and each confirmed they were agreeable to it. The landlord acknowledged she has problems with English. I was careful to explain to the parties that as a result of the settlement the landlord would be paying the tenants \$975 and there would be no further claims by either party. The landlord stated she understood and talked to the tenants about whether they would accept a cash payment as she did not have cheques.

As a result I ordered that the landlord pay to the tenants the sum of \$975 in full satisfaction of these claim. All other claims set out in the two Applications for Dispute Resolution are dismissed.

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 landlord 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: June 24, 2015

Residential Tenancy Branch

