



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, 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 each of the Tenants by mailing, by registered mail to where the tenants reside on March 5, 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 damage deposit?
- c. 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 October 1, 2014 and end on September 30, 2015. The

tenancy agreement provided that the tenant(s) would pay rent of \$1050 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$525 and a pet damage deposit of \$525 at the start of the tenancy.

The male tenant was laid off and the tenants vacated the rental unit around the middle of February 2015. The tenants paid \$1050 for rent for March.

The Application for Dispute Resolution filed by the landlord claims \$7085 including loss of rent for 6 months, a \$250 charge for breaking the lease, \$450 for the cost of cleaning, \$85 for carpet clearing and the \$100 filing fee.

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 \$525.
- b. In addition the tenants shall pay the landlord the sum of \$3335 (\$3150 for 3 months rent, \$85 for carpet cleaning and \$100 filing fee).
- c. The landlord shall retain the pet damage deposit of \$525 in partial satisfaction of the above monetary order thus reducing the amounting outstanding to \$2810.
- d. The tenants shall pay the \$2810 by July 17, 2015.
- e. 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 of \$525. I further ordered that the tenants shall pay to the landlord the sum of \$3335 in satisfaction of this claim by July 17, 2015. I determined the pet damage deposit is \$525. I ordered the landlord may retain this sum thus reducing the amount outstanding under this monetary order to the sum of \$2810.**

It is further Ordered that this sum be paid by July 17, 2015. 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: July 03, 2015

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Residential Tenancy Branch

