



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 was sufficiently served by mailing, by registered mail to where the tenant resides on March 13, 2015. The Application for Dispute Resolution did not include a claim to retain the security deposit. However, at the hearing the landlord stated he wished me to consider this claim. I ordered the Application for Dispute Resolution be amended to include a claiming for the security deposit. 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 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 July 1, 2012. The present rent is \$950 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$465 at the start of the tenancy.

At the end of January the tenant inadvertently left a pot on the stove containing food and this caused a significant smoke problem in the rental unit and the rental property. The landlord gained access and turned the stove off and removed the pot. The tenant's son arrived a few minutes later. The issue in this case is whether the tenant is responsible to pay the cost of restoration or whether they sufficiently cleaned the rental unit. The Application for Dispute Resolution filed by the landlord seeks a monetary order in the sum of \$1049 plus the \$50 filing fee for the cost of the restoration..

At the end of January the tenant gave written notice she was vacating the rental unit at the end of February. The parties conducted an inspection. The tenant returned a couple days later and agreed in writing that the landlord could keep \$105 for carpet cleaning. The balance of the security deposit held by the landlord is \$360.

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) as follows:

- a. The landlord shall retain the security deposit.
- b. In addition the tenant shall pay to the landlord the sum of \$125.
- c. 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. In addition I further ordered that the tenant shall pay to the landlord the sum of \$125.

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: August 25, 2015

Residential Tenancy Branch

