



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 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 other party resides on March 15, 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 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 May 1, 2014 and end on April 30, 2015. The tenancy

agreement provided that the tenant(s) would pay rent of \$2300 per month payable on the first day of each month. The tenants paid a security deposit of \$1150 and a pet damage deposit of \$1150 on April 28, 2015.

The tenants vacated the rental unit at the end of November. They paid the rent for December. They also paid \$1232.50 liquidated damage charge which is held in trust by the landlord. The landlord was not able to rent the rental unit for January and February. The rental unit was subsequently rented with a \$100 per month discount. The landlord claims liquidated damages, the cost of a visitor's pass, utilities and the cost of a filing fee. The tenants disputes many of the landlord's 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 retain the security deposit, pet deposit and liquidated damage clause paid by the tenant.
- b. In addition the tenant shall pay to the landlord the sum of \$1500 by August 21, 2015.
- 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.
- d. If the tenant fails to pay the \$1500 as provided above the landlord shall be at liberty to file a new Application for Dispute Resolution seeking any additional sums that may be owed.

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered that the landlord shall retain the security deposit, pet damage deposit and liquidated damage charge held by the landlord.

In addition, the tenants shall pay to the landlord the sum of \$1500 by August 21, 2015..

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 19, 2015

Residential Tenancy Branch

