



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MDSD & FF

### 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 10 day Notice to End Tenancy was sufficiently served on the tenant by posting on April 7, 2015. Further I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenants by mailing, by registered mail to where the tenants resides. 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 an Order for Possession?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a tenancy agreement that provided that the tenancy would start on April 1, 2015. The rent is \$900 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$450 at the start of the tenancy. The tenant(s) failed to pay the rent for the months of June and the sum of \$400 remains owing.

MD co-signed the tenancy agreement for BS (his step son). The tenant(s) vacated the rental unit in June after having caused damage to it. The tenant paid \$500 rent for June leaving a balance owing of \$400. The tenant failed to remove his belongings and the landlord had it removed and placed in storage.

The Application for Dispute Resolution filed by the landlord claims the sum of \$7558.

### Settlement:

At 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 of \$450.
- b. In addition the tenants shall pay to the landlord the sum of \$589.
- c. The tenant shall remove his belongings from the storage facility on or before September 8, 2015.
- d. This is a full and final settlement and each party releases and discharges each other from all further claims with respect to this tenancy.

### Analysis - Order of Possession:

It is no longer necessary to consider the landlord's application for an Order for Possession as the tenant has vacated the rental unit and the landlord has regained possession.

### Analysis - Monetary Order, Security Deposit and Cost of Filing fee:

I ordered that the landlord shall retain the security deposit of \$450.

I further ordered that the tenants shall pay to the landlord the sum of \$589.

All other claims 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 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 13, 2015

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Residential Tenancy Branch

