



Dispute Resolution Services

Page: 1

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. I denied the tenant's request for an adjournment as I determined he had ample time to submit his documentary evidence. 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 the tenant by mailing, by registered mail to where the tenant resides on April 16, 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 September 15, 2011 continue for one year and become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$1600 per month payable in advance on the first day of each month. At the end of the tenancy the rent was \$1675 per month payable in advance on the first day of the month. The tenant paid a security deposit of \$775 at the start of the tenancy.

The Application for Dispute Resolution filed by the landlords seek a monetary order of \$1812.31 and an order to retain the security deposit. At the hearing the landlords testified they had reduced their claim to \$972.06.

The tenant had previously filed an Application for Dispute Resolution seeking a monetary order of \$3875 and including a claim for the deposits. The matter was adjourned to from March 17, 2015 to April 29, 2015. The tenant failed to attend the hearing and his application was dismissed without liberty to re-apply.

The landlord initially charged the tenant a first and last month rent deposit totaling \$3100. The Residential Tenancy Act does not permit this. The landlord returned the \$3100 to the tenant but it was after the 15 period the Act requires for the return of a deposit. The tenant submitted he is entitled to a doubling of that sum.

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 Act as follows:

- a. The landlord shall retain the security deposit of \$775.
- b. 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. All other claims are dismissed.

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: September 21, 2015

Residential Tenancy Branch

