



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 all 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 and Amended Application for Dispute Resolution was sufficiently served on the other party. The landlord was not able to serve her Amended Application for Dispute Resolution on the Tenants as the tenants had moved. However, the tenants agreed the claims set out in the landlord's Amended Application for Dispute Resolution could be heard in this hearing.

The rental property was sold with the new landlord DII taking possession near the end of July 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 tenant is entitled to an order cancelling the one month Notice to End Tenancy dated

- b. Whether the tenant is entitled to an order cancelling a 10 day Notice to End Tenancy dated August 2, 2015?
- c. Whether the tenant is entitled to a monetary order and if so how much?
- d. Whether the tenant is entitled to the return of the security deposit
- e. Whether the tenant is entitled to a repair order?
- f. Whether the tenant is entitled to an order to reduce rent for repairs, services or facilities agreed upon but not provided?
- g. Whether the tenant is entitled to recover the cost of the filing fee?
- h. Whether the landlord is entitled to an Order for Possession?
- i. Whether the landlord is entitled to A Monetary Order and if so how much?
- j. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- k. 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, 2015 and end on April 30, 2016. The tenancy agreement provided that the rent was \$1650 per months plus \$50 per month for parking. The landlord provided the tenants with the keys on May 6, 2015 although the tenants did not move into the rental unit until after the third week in May. The tenant testified her understanding was that she paid a security deposit of \$1710 and she was only charged for one half of a months rent of \$825 for May 2015. This is different than what is set out in the tenancy agreement.

The tenant acknowledges the rent for June (\$1650 is owed), July (\$1650 is owed) and August (\$1650 is owed) has not been paid for a total of \$4950. The tenants vacated the rental unit at the end of August.

The landlords claim is for the sum of \$6600 including non payment of rent for June, July and August and loss of rent for September. The tenants have filed a claim for \$6231.

Settlement:

The parties reached a comprehensive settlement of their respective claims 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 tenants shall pay to the landlord DII the sum of \$3100 on or before October 9, 2015.
- c. The payment shall be at the landlord's DII place of business and must be by certified cheque or bank draft.
- d. 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 tenants shall pay to the landlord DII the sum of \$3100 on or before October 9, 2015.

The parties are given a formal Order in the above terms and the Tenants must be served with a copy of this Order as soon as possible.

Should the Tenants 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: October 06, 2015

Residential Tenancy Branch

