



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing by conference call and gave affirmed testimony. The tenant confirmed receipt of the landlord's notice of hearing package and the submitted documentary evidence by email. The landlords were granted a substitute service order to serve the tenants with the notice of hearing package and the submitted documentary evidence by email. The tenant stated that he did not submit any documentary evidence.

At the end of the hearing, the tenant provided a mailing address for delivery of this decision. As such, the address on the file shall be updated with the tenant's new mailing address.

### Issue(s) to be Decided

Are the landlords entitled to a monetary order for damage to the unit, for unpaid rent and utilities, for money owed or compensation for damage or loss and recovery of the filing fee?

Are the landlords entitled to retain all or part of the security deposit?

### Background and Evidence

Both parties agreed that this tenancy began on September 7, 2014 and that a signed tenancy agreement was signed on October 4, 2014 after the tenancy began. The monthly rent was \$1,450.00 payable on the 1<sup>st</sup> day of each month and a security deposit of \$725.00 was paid on September 7, 2014.

The landlord seeks a monetary claim of \$11,932.15 which consists of:

\$2,900.00	Lost Rental Income (February and March)
\$379.68	Unpaid Utilities
\$55.00	Cleaning Charges
\$425.00	Yard Maintenance
\$797.97	Miscellaneous Repair Costs
\$8,000.00	Contractor Repair Costs

The landlord has submitted 34 tabs of evidence which consists of photographs, invoices/receipts and email exchanges with the tenant.

The tenant has disputed some parts of the landlords' claims while conceding some parts of the landlords' claims.

### Analysis

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

1. Both parties agree that the tenant will pay to the landlord \$5,241.07.
2. The landlord will retain the \$750.00 security deposit as part of the settlement agreement.

Pursuant to this agreement the tenant will be given a monetary order to reflect condition #1 of this agreement. Should it be necessary, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The above particulars comprise full and final settlement of all aspects of the dispute arising from these applications for both parties.

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: December 08, 2015

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Residential Tenancy Branch

