



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MNR, MDSD & FF

Introduction

The Application for Dispute Resolution filed by the landlord seeks the following:

- A monetary order in the sum of \$8486 for loss of rent and damages.
- An order to retain the security deposit
- An order to recover the cost of the filing fee.

The Application for Dispute Resolution filed by the tenants seeks the following:

- A monetary order in the sum of \$11,200
- An order to allow the tenant to assign or sublet because the landlord's permission has been unreasonably withheld.
- An order to allow the tenants to reduce the rent for repairs, services or facilities agreed upon but not provided.
- An order to recover the cost of the filing fee.

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. The parties acknowledged exchanging a considerable amount of documentary evidence. .

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 was filed by each party was sufficiently served on the other.

Background and Evidence

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on April 1, 2014 and end on May 1, 2015. The rent was \$1400 per month plus hydro payable in advance on the first day of each month. The landlord held a security deposit of \$700 at the end of the tenancy.

In September the tenants gave the landlord written notice they were ending the tenancy. The tenancy ended on December 15, 2014.

This is a disputed claim. The landlord seeks a monetary order for loss of rent for the unexpired portion of the fixed term as well as damages and the cost of hydro. The tenants dispute this claim. They submit the landlord breached a material term of the tenancy agreement and failed to sufficiently mitigate his loss. The tenants also submit the tenancy agreement drafted by the landlord is void and/or unenforceable because many of the terms conflict with the Residential Tenancy Act, Regulations and standard terms which are attached to the Regulations. The tenants also seek a monetary order.

Settlement:

At the end of the hearing the parties reached a settlement of these disputed claims 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.
- b. In addition, the tenants shall pay to the landlord the sum of \$2800.
- 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.

As a result of the settlement I ordered the landlord shall retain the security deposit of \$700. I further ordered that the tenants shall pay to the landlord the sum of \$2800. All other claims filed in their respective Applications for Dispute Resolution are dismissed without liberty to re-apply.

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: December 1, 2015

Residential Tenancy Branch

