



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNR, MND, MNSD & MNDC

### Introduction

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$472.50 for liquidated damages.
- b. An order to keep the security deposit.
- c. 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. 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. The parties acknowledged they had received the documents of the other party.

I find that the Application for Dispute Resolution/Notice of Hearing sufficiently served on the tenant

### 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 fixed term written tenancy agreement that provided that the tenancy would start on November 15, 2014 and end on August 31, 2015. The tenancy

agreement provided that the tenant(s) would pay rent of \$1195 plus \$45 for parking. The tenants paid a security deposit of \$597.50 and a pet damage deposit of \$597.50.

The tenancy ended on June 30, 2015. The landlord retained \$522.50 (which is the cost the landlord paid to an agent to find a new tenant plus the \$50 filing fee) and returned the balance of the security deposit and pet damage deposit.

Settlement:

At the end of the hearing the tenant proposed a settlement in which the landlord would retain \$261.50 (half of what the landlord holds) and the balance would be returned to the tenants. The agent did not have authority to settle at the time. However, she has now confirmed in writing that the landlord has accepted the offer. The parties asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall retain the sum of \$261.50 from the security deposit/pet damage deposit.
- b. The landlord shall pay to the Tenant the balance of the security deposit/pet damage deposit in the sum of \$261.50.

As a result of the settlement I ordered that the landlord shall retain the sum of \$261.50 from the security deposit/pet damage deposit. I further ordered that the landlord pay to the tenants the sum of \$261.50.

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 22, 2015

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Residential Tenancy Branch

