



# Dispute Resolution Services

Page: 1

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 \$1975 for unpaid rent and 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.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the tenants by mailing, by registered mail to where the tenants reside on August 26, 2015.

### 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 August 1, 2014, end on July 31, 2015 and become month to month after that. The tenancy agreement provided that the tenant(s) would pay rent of \$1150 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$575 at the start of the tenancy.

At the end of July the tenant(s) gave the landlord a text message they would be vacating at the end of July. The tenants vacated on July 31, 2015. The tenants provided the landlord with the name of a prospective tenant. The landlord rented the rental unit to that tenant but he did not move in until August 15, 2015. The landlord also claim damages to the rental unit including damage to a carpet, the cost of replacing a microwave handle, the cost of fixing a bathroom door, the cost of fixing a laundry door, carpet cleaning and a utility charge.

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 Residential Tenancy Act as follows:

- a. The landlord shall retain the security deposit.
- b. The landlord withdraws the claim of \$86.86 for the cost of the utility bill with the City of New Westminster on a without prejudice basis. The tenants represent they will determine if they owe utilities for the period up to July 31, 2015 and if so they will pay this cost. If the parties are unable to agree the landlord retains the right to file a new claim to recover this cost.
- 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 (except the utility bill).

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered that the landlord shall retain the security deposit of \$575. All other claims (except for the cost of utilities) are dismissed without leave to re-apply.

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: January 04, 2016

---

Residential Tenancy Branch

