



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNR, MNSD

Introduction

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

- a. A monetary order in the sum of \$1067.32 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.

The Residential Tenancy Act permits a party to serve another by mailing, by registered mail to where the other party resides. The Supreme Court of British Columbia has held that a party cannot avoid service by refusing to pick up their registered mail. I find that the Application for Dispute Resolution/Notice of Hearing was served by mailing, by registered mail to where the tenant resides on August 28, 2015. I determined there was sufficient service despite the fact the tenant failed to pickup the documents.

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 written tenancy agreement that provided that the tenancy would start on August 1, 2011. The rent was originally set at \$750 per month and was never increased. The tenant paid a security deposit of \$375 on July 22, 2011.

The tenant gave a written notice to End tenancy for June 30, 2015. The tenant failed to vacate the rental unit and paid the rent for July. This was accepted for "use and occupation only." The tenant subsequently vacated the rental unit on August 12, 2015.

The landlord claims the sum of \$1067.32 for the cost of unpaid rent (over-holding) and damage to the rental unit). The tenant disputes this claim. The tenant alleged he has claims against the landlord for the poor condition of the rental unit and the failure to make repairs.

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 of \$375.
- b. In addition, the Tenant shall pay to the landlord the sum of \$112.50.
- 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 that the landlord shall retain the security deposit of \$375. I further ordered the Tenant pay to the Landlord the sum of \$112.50.

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: January 14, 2016

Residential Tenancy Branch

