



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FF, MNDC, MNSD, O

### Introduction

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

- a. A monetary order in the sum of \$503.10 for unpaid rent and 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 was served by mailing, by registered mail to where the respondents reside. With respect to each of the applicant's claims I find as follows:

### 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

On July 7, 2015 the parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on August 1, 2015 and end on

July 31, 2016. The tenancy agreement provided that the tenant(s) would pay rent of \$2195 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$1097.50

On July 14, 2015 the landlord was advised by their agent that the tenants had changed their minds and were not moving in. The tenants gave the landlord an e-mail confirming this on July 20, 2015. The landlord was able to re-rent the rental unit on August 24<sup>th</sup> for the reduced rent of \$2100. The landlord cashed the rent cheque for August. The landlord claims the following:

- \$1097.50 for liquidated damages
- \$1045 for the rent shortfall for 11 months.
- \$50 for the cost of the filing fee.

The landlord submits the tenants should be credited with \$541.90 being a refund for the portion of August the rental unit was re-rented and the security deposit leaving a balance owing of \$503.10 plus the \$50 filing fee for a total of \$553.10..

The tenants submit the landlords failed to provide them with tenancy agreement and failed to properly mitigate their loss.

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) as follows:

- a. The landlord shall retain the security deposit and monies received from the cashing of the August rent cheque.
- b. The landlord releases the tenant from its claim of \$553.10.
- c. This is a full and final settlement and each party releases and discharges the other from all further claims.

As a result of the settlement I order that the landlords shall retain the security deposit. All other claims in the Application for Dispute Resolution are dismissed.

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 21, 2016

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Residential Tenancy Branch

