



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 \$825 for unpaid rent and damages
- b. An order to retain the security deposit.
- c. An order to recover the cost of the filing fee

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

- a. A monetary order for an unspecified amount
- b. An order for the return of 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. The applications were adjourned on two separate occasions at the request of the Tenant. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

Each party confirmed that the Application for Dispute Resolution filed by each party was sufficiently served on the other.

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?
- d. Whether the tenant is entitled to a monetary order and if so how much?
- e. Whether the tenant 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 September 1, 2005. The tenancy agreement provided that the tenant(s) would pay rent of \$680 per month payable in advance on the first day of each month. The Tenant paid a security deposit of \$275 at the start of the tenancy. The tenancy ended on October 3, 2015.

The tenant amended her application to include a claim against the owners. However, she did not amend the application to include additional monetary claims. The materials she filed indicated she wished to make a monetary claim. This matter has been adjourned on two separate occasions. I determined it was appropriate to hear the tenant's monetary claim rather than a further delay to allow the tenant to file a new Application for Dispute Resolution making these monetary claims which included the following:

- Reimbursement of \$90 for bills she has paid without agreeing.
- \$200 for the cost of moving
- \$500 for lost wages
- Unspecified Damages for loss of quiet enjoyment, abuse of authority, harassment etc.
- Return of her security deposit

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 Landlords shall retain the security deposit plus interest.
- b. The Tenant shall return to the Landlords the storage room key by March 31, 2016. If the key is not returned as provided above the landlord retains the right to file a new Application for Dispute Resolution seeking monetary compensation for losses incurred because of the failure to return the key.
- c. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

As a result of the settlement I ordered that the Landlords shall retain the security deposit plus interest.

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: March 23, 2016

Residential Tenancy Branch

