



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 \$997.89 for damages
- b. An order to keep the security deposit/pet damage deposit.
- c. An order to recover the cost of the filing fee

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

- a. A monetary order in the sum of \$2784.
- b. An order for the return of the security deposit/pet damage deposit.
- c. An order to recover the cost of the filing fee.

A hearing was conducted by conference call in the presence of the landlords and VC on her own behalf. 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 filed by the landlord was served on the Tenants by mailing, by registered mail to the forwarding address provided by the Tenants. I find that the Application for Dispute Resolution/Notice of Hearing filed by VC was served on the landlord by mailing, by registered mail to where the landlords reside.

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 VC is entitled to a monetary order and if so how much?
- e. Whether the tenant VC is entitled to the return of the security deposit/pet damage deposit?
- f. Whether the tenant VC 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 October 1, 2014 and end on November 1, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$1375 per month payable in advance on the first day of each month. The tenants paid a security deposit and pet damage deposit which totaled \$1375.

The tenants experience domestic problems. In April VC requested that she be permitted to vacate and be removed from the lease. The parties attempted to find new tenants for June 1, 2015 but were unable to do so. VC vacated the rental unit. The co tenant AC requested that he be permitted to remain in the rental unit and be solely responsible to pay the rent. The landlords were agreeable but AC failed to make himself available to sign the appropriate papers. AC remained in the rental unit until vacating sometime near the end of August. The landlord posted a 10 day Notice to End Tenancy on August 19, 2016 and determined AC was not returning. The landlord was able to clean the rental unit by the middle of September. The rental unit was rented with new tenants moving in early September for a reduced rent.

AC failed to pay the rent for August. The landlord cashed a cheque from VC at the end of August to cover the rent for that month. They took the position at that time that VC was a co-tenant. The landlord returned \$377.13 of the pet damage deposit to VC in early October.

I determined the landlords have established a claim for damages and the cost of cleaning that equaled the damage deposit and pet damage deposit which the landlords hold.

Settlement:

At the end of the hearing the parties reached a settlement. The parties agreed that the landlords would reimburse the rent taken out of VC bank account less the sum of \$377.13 being the pet damage deposit that was return and that the landlords were entitled to retain the security deposit and pet damage deposit.

The parties asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlords shall pay to the tenant VC the sum of \$997.87 (Reimbursement of one month rent less the portion of the pet damage deposit that was returned to the tenant VC)
- b. The landlords shall retain the security deposit and pet damage deposit.
- 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 made the following orders:

- The landlords shall retain the security deposit and pet damage deposit.
- The landlords shall pay to the Tenant VC the sum of \$997.87.

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: March 17, 2016

Residential Tenancy Branch