



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 \$2048 for unpaid rent, utilities 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 parties acknowledged they had exchanged all relevant documents between themselves although some of the document had not reached the Residential Tenancy Branch.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenant by mailing, by registered mail to the mailing address provided by the Tenant. 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

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on February 11, 2015 and end on December 31, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$1800 per month plus

utilities payable in advance on the first day of each month. The tenant paid a security deposit of \$900 at the start of the tenancy.

After giving notice the tenant vacated the rental unit at the end of November 2015.

The landlord seeks an order to retain the security deposit of \$900. In addition the landlord claimed \$2048 for unpaid rent, utilities and failure to clean. The tenant disputes many of the claims. In addition the Tenant alleged a breach of the covenant of quiet enjoyment and deficiencies with the rental unit.

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 \$900.
- b. In addition the Tenant shall pay to the Landlord the sum of \$1074.
- 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.

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered that the Landlord shall retain the security deposit of \$900. In addition I ordered that the Tenant pay to the Landlord the sum of \$1074.

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: June 02, 2016

Residential Tenancy Branch