



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MND, MNSD

Introduction

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

- a. A monetary order in the sum of \$2551 for 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.

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 sufficiently served on the Tenants. 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 16 month fixed term written tenancy agreement that provided that the tenancy would start on January 1, 2015 and end on April 30, 2016. With agreement between the parties the tenancy end on February 29, 2016 and the tenants vacated by that time. The tenancy agreement provided that the tenant(s) would pay rent of \$900 per month payable in advance on the first day of each month. The tenants

paid a security deposit of \$450 and a pet damage deposit of \$450 at the start of the tenancy.

Settlement:

The hearing was not completed and the matter would have to be adjourned. Rather than adjourn the matter the parties entered into negotiations and reached a settlement. They have asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall retain \$300 of the security deposit and pet damage deposit.
- b. The landlord shall pay to the Tenants the balance of the security deposit and pet damage deposit in the sum of \$600 on the condition that the Tenants use \$75 of that money to buy a gift for their baby which is due to be born in the next couple of weeks.
- 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 \$300 of the security deposit and pet damage deposit. I further ordered that the landlord shall pay to the Tenants the balance of the security deposit and pet damage deposit in the sum of \$600.

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: July 20, 2016

Residential Tenancy Branch