



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 \$349 for over-holding and the cost of cleaning.
- 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.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenant by mailing, by registered served on April 1, 2016. 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 written tenancy agreement that provided that the tenancy would start on July 1, 2010. The tenant paid a security deposit of \$640 at the start of the tenancy. The tenancy ended on March 16, 2016. The rent at the time the tenancy ended was \$1361.

The landlord had an Order for Possession effective March 15, 2016. The tenant over-held and did not vacate until March 16, 2016. The landlord claimed the sum of \$44 for over-holding, \$305 for the cost of cleaning and the \$100 filing fee. The tenant accepted responsibility for the over-holding. However, he disputed the cost of cleaning. Further, the tenant submitted the landlord's claim against the security deposit was extinguished as the landlord was not able to

prove a condition inspection was done at the start of the tenancy. The tenant also stated he had claims against the landlord which he intended to make but had not yet filed an Application for Dispute Resolution.. The landlord disputed much of the tenant's evidence and testified the charges for cleaning were very fair. The landlord also relies on section 72(2) of the Act.

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 \$144 of the security deposit.
- b. The landlord shall pay the balance of the security deposit in the sum of \$496 to the Tenant.
- 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 landlord shall retain \$144 of the security deposit. I further ordered that the Landlord shall pay to the Tenant the balance of the security deposit in the sum of \$496.

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: August 12, 2016

Residential Tenancy Branch