



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Decision 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 \$1150 for loss of rent and failure to clean
- 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 a representative of the applicant and in the absence of the respondent although duly served. 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 was served on the Tenant by mailing, by registered mail to the forwarding address provided by the Tenant on December 3, 2016. With respect to each of the applicant's claims I find as follows:

### **Issues to be Decided**

The issues to be decided are as follows:

- a. Whether the landlords are entitled to a monetary order and if so how much?
- b. Whether the landlords are entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlords are entitled to recover the cost of the filing fee?

### **Background and Evidence:**

On October 1, 2016 the parties entered into a 6 month fixed term written tenancy agreement that provided that the tenancy would start on October 1, 2016 and end on April 1, 2017. The tenancy agreement provided that the tenant(s) would pay rent of \$1040 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$500 at the start of the tenancy.

On November 19, 2006 the tenants vacated the rental unit. The landlords testified they re-rented the rental unit with possession set for January 1, 2017. The rent for the new tenants was \$1140 per month.

The tenants dispute the Landlords claim for the cost of cleaning and submit the landlord failed to properly mitigate their loss given the low vacancy rate. The tenants also submit the landlord had a windfall of \$100 per month for the next 3 months.

Settlement:

At 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 of \$500.
- b. In addition the Tenant shall pay to the Landlords the sum of \$550.
- 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 of \$500. In addition I ordered that the Tenant pay to the landlords the sum of \$550. All other claims are dismissed.

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: January 30, 2017

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Residential Tenancy Branch