



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNSD

Introduction

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

- a. A monetary order in the sum of \$186.30 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 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.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenants by mailing, by registered mail to the forwarding address provided by 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 tenancy began in April 2014. The applicant purchased the property and took possession in August 2016. The tenancy ended at the end of September 2016. The rent was \$1000 per month payable in advance on the first day of each month.

There is a dispute as to the amount of the security deposit. The tenant testified they paid \$500 security deposit and \$100 pet damage deposit. The landlord testified the security deposit/pet damage deposit was \$500. Neither party had documentary evidence to support their testimony.

The landlord previously returned \$184.67 of the security deposit. The landlord claims \$186.50 plus the \$100 filing fee for the cost to clean and seal sub-floors damaged by cat urine. The tenant disputes this claim saying it is likely the floor was damaged prior to the tenants taking possession. In addition to the claims mentioned in the application the landlord testified the tenants agreed to pay \$30 a day for 3 days caused by the delay in the tenant's vacating. The tenants dispute this claim.

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 pay to the tenants the sum of \$225.
- b. The landlord shall retain the balance of the security 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.

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered that the landlord pay to the Tenants the sum of \$225. I further order that the landlord shall retain the balance of the security deposit/pet damage deposit. 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.TEXT

Dated: April 19, 2017

Residential Tenancy Branch