



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

The Application for Dispute Resolution filed by the Tenants seeks:

- a. A monetary order in the sum of \$1375.
- b. An order to recover the \$100 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 sufficiently served on the landlord as the landlord acknowledged service of the documents. 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 tenant s are entitled to a monetary order and if so how much?
- b. Whether the tenant 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 August 1, 2013 with rent as \$750 per month payable in advance on first day of each month. The tenant(s) paid a security deposit of 375 and a pet damage deposit of \$250 prior to the start of the tenancy.

In the spring of 2016 a fire caused extensive damages to some of the rental units on the rental property. The landlord determined that it was not appropriate to incur the expense of repairs the buildings. As a result they served a 2 month Notice to End Tenancy on the basis that the buildings would be demolished. The Notice to End Tenancy set the end of tenancy for February 28, 2017.

The tenants vacated the rental unit on February 19, 2017 after signing a Mutual Agreement to End the Tenancy for that date.

The landlord has provided the tenant's with a cheque in the sum of \$500 which was used for moving expenses. In addition they provided the tenants with a second cheque in the sum of \$1933 to compensate the tenant for the following:

- Reimbursement of rent (Feb. 20 to 28) in the sum of \$241.
- Early move-out incentive payment - \$100
- Compensation for the equivalent of one month rent as a result of the 2 month notice (reimbursement of the rent paid by the Ministry) in the sum of \$750.
- Return of the security deposit - \$375
- Return of the pet damage deposit - \$250
- Fire Rebate - \$217.

The landlord produced evidence indicating the tenants certified the \$500 cheque on February 17 and the \$1933 cheque on February 20.

There was some confusion as the Condition Inspection Report indicated the tenants would only be receiving \$150.

### Analysis

After carefully going through the accounting provided by the landlord the tenants acknowledged the landlord has fully paid them for all matters relating to the tenancy and the parties agreed as follows:

- a. The tenants acknowledged the landlord has fully paid them for the outstanding matters raised in this claim.
- b. The parties release and discharge each other from all claims related to this tenancy to the date of this hearing.

### Conclusion:

I ordered that the application of the Tenants including the claim for the cost of the filing fee be dismissed without liberty to re-apply.

**This decision is final and binding on both parties.**

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: May 12, 2017

---

Residential Tenancy Branch