



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF (Landlords' Application)  
CNR (Tenant's Application)

### Introduction

This hearing dealt with a cross applications. In the Application for Dispute Resolution filed May 11, 2017, the Landlords indicated they sought an Order of Possession and Monetary Order based on a 10 Day Notice to End Tenancy for Unpaid Rent or Utilities issued on April 2, 2017 (the "Notice"), an order to retain the security deposit in partial satisfaction of the claim and to recover the filing fee for the Application.

The Tenant also applied for Dispute Resolution seeking an Order canceling the Notice.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. They provided affirmed testimony and were given the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The parties agreed that all evidence that each party provided had been exchanged. No issues with respect to service or delivery of documents or evidence were raised.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Preliminary Matters

The Landlord testified that the Tenant vacated the rental unit on May 1, 2017. The Tenant testified that she moved out April 30, 2017. In any case, the parties agreed the Tenant had given up possession of the rental unit such that an Order of Possession was no longer required. Similarly, the Tenant's request for an Order canceling the Notice was also no longer required.

The Tenant agreed she did not pay rent for April 2017.

The parties agreed that the Tenant authorized the Landlord to retain the full \$950.00 of her deposits towards the outstanding rent of \$900.00 for April 2017 as well as \$50.00 towards the carpet cleaning. This was confirmed in a text sent by the Tenant to the Landlord on April 12, 2017, a copy of which was provided in evidence. Accordingly, I find the Tenant authorized the Landlord to retain these funds pursuant to section 38(4)(a). Consequently, the Landlords' Application for an Order authorizing them to retain the deposits is no longer required.

On the Monetary Orders worksheet the Landlords indicated they also wished to pursue compensation for the balance of the carpet cleaning, as well as possibly rent and/or utilities for May 2017, cleaning, and damage to the rental unit. At the hearing the Landlord, L.H., confirmed that she did not have the final figures for these claims. As such, I grant the Landlords leave to reapply for further monetary compensation from the Tenant.

The Landlords also sought recovery of the \$100.00 filing fee. The relief sought by the Landlords was largely agreed to by the Tenant, save and except for the monetary claims related to the balance of the carpet cleaning, and claims which the Landlords were not prepared to pursue at the hearing. In consideration of this, I find the Landlords should bear the cost of their filing fee.

This decision is final and binding on the parties, except as otherwise provided under the Act, and 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 16, 2017

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Residential Tenancy Branch