



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD, MNDC

Introduction

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

- a. A monetary order in the sum of \$2548 for unpaid rent and damages
- b. An order to keep the security deposit and pet damage 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.

I find that the Application for Dispute Resolution/Notice of Hearing was served on the Tenants by mailing, by registered mail to where the Tenants reside on December 19, 2017.

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 fixed term written tenancy agreement that provided that the tenancy would start on April 7, 2015, end on March 31, 2016 and become month to month after that. February 1, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$975 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$487.50 and a pet damage deposit of \$100 for a total of \$587.50.

The tenants experience problems with mould. On November 18, 2016 the tenants e-mailed the landlord advising they were giving 30 days written notice and that would be leaving the rental unit on December 18, 2016. The landlord responded stating he was accepting their notice and advising that he expected they would be paying the full rent for December.

The landlord claims the sum of \$2548 including \$975 for loss of rent for December and the balance for damages to the rental unit and the lawn around the rental unit.

Settlement:

During 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 the security deposit of \$487.50 and the pet damage deposit of \$100 for a total of \$587.50.
- b. In addition the Tenants shall pay to the landlord the sum of \$300.
- c. The parties agree the tenants shall pay this sum with payments of \$100 on July 1, 2017, \$100 on August 1, 2017 and \$100 on September 1, 2017.
- d. 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 shall retain the security deposit of \$487.50 and pet damage deposit of \$100 for a total of \$587.50. In addition I ordered that the tenants shall pay to the landlord the sum of \$300 with payments of \$100 on July 1, 2017, \$100 on August 1, 2017 and \$100 on September 1, 2017.

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 final and binding on the 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: June 19, 2017

Residential Tenancy Branch