



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for unpaid rent and for damage to the unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed that the landlord served the tenants with the notice of hearing package via Canada Post Registered Mail on February 22, 2017. Both parties also confirmed receipt of the submitted documentary evidence provided by the other party. Neither party raised any service issues. As such, I find that both parties have been properly served as per sections 88 and 89 Of the Act.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent, for damage and recovery of the filing fee?

Is the landlord entitled to retain all or part of the security deposit?

### Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on July 1, 2015 on a fixed term tenancy ending on June 30, 2016 and then thereafter on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated May 15, 2015. The monthly rent began as \$2,400.00 payable on the 1<sup>st</sup> day of each month and then later became \$2,465.00 as a result of a notice of a rent increase dated June 29, 2016. A security deposit of \$1,200.00 was paid. The tenants gave notice to vacate the rental premises on December 4, 2016 for December 31, 2016 via email.

The landlord seeks a monetary claim of \$3,676.96 which consists of:

\$2,465.00	Loss of Rent, January 2017
\$1,050.00	Paint Rental
\$164.86	Replacement cost for damaged blinds
\$157.00	Replacement cost for damaged light fixture
\$96.83	Replacement of 16 burnt out bulbs
\$35.90	Replacement of

The landlord claims that the tenants failed to provide proper 1 Month Notice to end the tenancy and that on December 31, 2016 when the landlord regained possession of the rental unit it was discovered dirty and damaged.

### Analysis

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed to the tenants paying the landlord, \$800.00 forthwith and forfeiture of the \$1,200.00 security deposit to the landlord.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

In order to implement the above settlement reached between the parties, I issue a monetary order in the landlords favour in the amount of \$800.00. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant(s) do not abide by the terms of the above settlement. The landlord is provided with this Order in the above terms and the tenant(s) must be served with a copy of this Order as soon

as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) fail to comply with this Order, this 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: July 20, 2017

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Residential Tenancy Branch