



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC, FF

Introduction

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

- a. A monetary order in the sum of \$510.72 for the failure of the tenant to remove garbage and belongings from the rental unit.
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

The Application for Dispute Resolution filed by the Tenant claims a monetary order in the sum of \$375 for the return of her security deposit.

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. The parties acknowledged they had received the documents of the other party.

Further I find that the Application for Dispute Resolution/Notice of Hearing filed by the landlord was served on the Tenant by mailing, by registered mail to the forwarding address provided by the Tenant on March 1, 2017. I find that the Application for Dispute Resolution/Notice of Hearing filed by the Tenant was served on the landlord by mailing, by registered mail to where the landlord carries on business on July 12, 2017. 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?
- d. Whether the tenant is entitled to a monetary order and if so how much?

Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start in March 2011. The tenancy ended on February 8, 2017 after a fire damaged much of the rental property. Both parties agree the tenancy ended through frustration. The tenant paid a security deposit of \$375 at the on March 20, 2011. The rent was \$790 at the time the tenancy ended.

The landlord seeks an order to retain the security deposit to compensate the landlord for the cost of the tenant's failure to remove their garbage and belongings from the rental unit after the tenancy came to an end. The tenant testified the landlord agreed to waive any claims against the tenant for the failure to remove belongings and return the security deposit to all tenants. The landlord disputes this evidence saying she agreed to look at it on a case to case basis. The tenant provided the landlord with her forwarding address in writing on February 21, 2017.

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 Tenant the sum of \$187.50.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered the landlord(s) to pay to the tenant the sum of \$187.50.

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 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: August 01, 2017

Residential Tenancy Branch