



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNSD, CNC, LRE, MNDC, OLC, PSF, RR

Introduction

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

- a. A monetary order in the sum of \$1600 for unpaid rent
- b. An order to retain the security deposit
- c. An order to recover the cost of the filing fee

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

- a. An order to cancel the 10 day Notice to End Tenancy dated August 3, 2017
- b. An order to cancel the one month Notice to End Tenancy dated July 31, 2017.
- c. A monetary order in the sum of \$13,200 to recover a rent increase not permitted by the Act
- d. An order to suspend the landlord's right to enter the rental unit.
- e. An order that the landlord comply with the Act, regulation and/or the tenancy agreement
- f. An order that the landlord provide services or facilities required by the tenancy agreement or law.
- g. An order to reduce the rent for repairs, services or facilities agreed upon but not provided.
- h. An order that the tenant 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.

The parties negotiated a settlement of all outstanding issues.

I find that the one month Notice to End Tenancy was personally served on the Tenant on July 31, 2017. I find that the 10 day Notice to End Tenancy was served on the tenants by posting on August 3, 2017. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other.

Background and Evidence

The parties entered into a tenancy agreement that provided that the tenancy would start on May 1, 2016. The rent is \$800 per month payable on the first day of each month. The tenant paid a security deposit of \$400 at the start of the tenancy.

The tenants vacated the rental unit at the end of August 2017.

The tenants seek a monetary order in the sum of \$13,200.

The landlord testified they have spent over \$2300 in cleaning, damages and lost rent for the month of September in the sum of \$800 for a total of \$3100.

Settlement:

At 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 landlords shall retain the security deposit of \$400.
- b. The landlords release and discharge the tenants from all claims they may have with regard to the tenancy including, but not limited to the cost of cleaning, cost of repairing damages and loss of rent.
- c. The tenants release and discharge the landlord from all claims they may have with regard to this tenancy including, but not limited to the claim of \$13,200 raise in their Application for Dispute Resolution.
- d. This is a full and final settlement.

As a result of the settlement I ordered that the landlord shall retain the security deposit. All other claims raised by the landlords and the tenants are dismissed without liberty to re-apply.

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: September 21, 2017

Residential Tenancy Branch