



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNR, OPR, MNR, MDSD & FF

### Introduction

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

- a. An order to cancel the 10 day Notice to End Tenancy
- b. An order to cancel a one month Notice to End Tenancy
- c. A monetary order in the sum of \$2975
- d. An order that the tenant recover the cost of the filing fee

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

- a. An Order for Possession
- b. A monetary order in the sum of \$3601 for unpaid rent and damages
- c. An order to retain the security deposit
- d. 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.

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.

I find that the one month Notice to End Tenancy and the 10 day Notice to End Tenancy was sufficiently served on the Tenants. Further I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. 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 tenants are entitled to an order cancelling the 10 day Notice to End
- b. Whether the tenants are entitled to an order cancelling the one month Notice to End Tenancy.
- c. Whether the tenants are entitled to a monetary order and if so how much?
- d. Whether the tenants are entitled to recover the cost of the filing fee?
- e. Whether the landlord is entitled to an Order for Possession?
- f. Whether the landlord is entitled to A Monetary Order and if so how much?
- g. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- h. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a tenancy agreement that provided that the tenancy would start on April 15, 2016. The tenants testified they paid a security deposit of \$600. The landlord testified the security deposit was \$575. The tenant vacated the rental unit on September 15, 2017. The rent at the end of the tenancy was \$1200 per month payable in advance on the first day of each month.

The Application for Dispute Resolution filed by the landlord seeks a monetary order for the following:

- Outstanding utilities in the sum of \$1885.
- Rent for September and October in the sum of \$1552.
- Moving costs of another tenant in the sum of \$500
- Damage to the furnace in the sum of \$320
- Damage to the fridge in the sum of \$729.
- Damage to the sewer pump in the sum of \$313.
- The cost of the filing fee.

The tenants dispute these claims with the exception they acknowledge they have not paid the rent for the period of September 1 to 15.

The Application for Dispute Resolution filed by the Tenants seeks a monetary order in the sum of \$2975 for two months rent and the return of the security deposit for the landlord's actions in wrongfully evicting them and the cost of the filing fee. The landlord disputes these claims.

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 retain the security deposit.
- b. This is a full and final settlement and the landlord releases and discharges the tenants from all further claims with respect to this tenancy.
- c. This is a full and final settlement and the tenants release and discharge the landlord from all further claims with respect to this tenancy.

As a result of the settlement I order that the landlord shall retain the security deposit. I further order that all other claims brought by the landlord and all claims brought by the tenants be dismissed without leave 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: October 18, 2017

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Residential Tenancy Branch