



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

MNR, MNSD & FF

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

- a. A monetary order in the sum of \$1075 for loss of rent.
- b. An Order to retain the security 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.

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.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenant by mailing, by registered mail to where the Tenant resides. 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?

Background and Evidence:

On June 8, 2017 the parties entered into a on year fixed term written tenancy agreement that provided that the tenancy would start on July 1, 2017 and end on June 30, 2018. The rent was \$1075 per month payable on the first day of each month. The tenant paid a security deposit of \$550 at the start of the tenancy.

On June 30, 2017 the parties conducted a Condition Inspection in which the Tenant agreed the rental unit was satisfactory. The rental unit was dark at the time and the tenant failed to inspect under the sink.

On July 1, 2017 the tenant advised the landlord she was not moving in because of mice/rat droppings and the failure of the landlord to repair an exterior door. The landlord advertised on Craigslist on July 2, 2017 seeking a rent of \$1075 per month. A couple days later he changed the rent to \$1100 per month. The landlord testified he found a new tenant on July 7, 2017 who took possession on August 1, 2017 at a rent of \$1100 per month.

The landlord claims for loss of rent for July in the sum of \$1075. The tenant disputes this claim. She submits she had good reason not to move in given the condition of the rental unit. Further the landlord failed to mitigate his loss.

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 act as follows:

- a. The landlord shall retain the security deposit of \$550.
- 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.

As a result of this settlement I ordered that the landlord shall retain the security deposit. All other claims are dismissed.

This decision is final and binding on both 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: January 02, 2018

Residential Tenancy Branch