



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Decision Codes: FF, MNR, MND, MNDS & MNDC

### **Introduction**

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

- a. A monetary order in the sum of \$3786.95 for loss of rent, NSF fees/Late Fees, liquidated damages and non payment of a water bill.
- b. An order to keep 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.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenant(s) by mailing, by registered mail to where the Tenants reside on September 22, 2017. With respect to each of the applicant's claims I find as follows:

### **Issues 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 April 16, 2017 the parties entered into a fixed term tenancy agreement that provided that the tenancy would commence on May 1, 2017 and end on April 30, 2018. The rent was \$2300 per month payable in advance on the first day of each month. The tenant(s)

paid a security deposit of \$1175 and a pet damage deposit of \$1175 at the start of the tenancy.

The landlord served a one month Notice to End Tenancy for cause alleging the tenant's dog was disturbing other residents. The Tenant filed an Application for Dispute Resolution to cancel the Notice to End Tenancy. However, they determined to vacate in accordance with the Notice. The tenant's did not attend the hearing and an arbitrator granted an Order of Possession for August 31, 2017. The landlord was not able to rent the rental unit for September. The landlord seeks a monetary order in the sum of \$3786.

Settlement:

At the end of the hearing the parties reached a settlement and they asked me to record the settlement pursuant to section (63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall retain the security deposit of \$1175 and the pet damage deposit of \$1175 for a total of \$2350.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered that the landlord shall retain the security deposit and pet damage deposit.

**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: April 17, 2018

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Residential Tenancy Branch