



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, OPC, MNDL, MDSD & FFL

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

- a. An Order for Possession for non-payment of rent
- b. A monetary order in the sum of \$704.35 damages
- c. An order to retain the security deposit
- d. An order to recover the cost of the filing fee

The Application for Dispute Resolution filed by the Tenant seeks an order to cancel the one month Notice to End Tenancy dated April 3, 2018.

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 one month Notice to End Tenancy was served on the Tenant by posting on April 3, 2018. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by each party was sufficiently served on the other.

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to an order cancelling the 10 day Notice to End Tenancy dated April 3, 2018?
- b. Whether the landlord is entitled to an Order for Possession?

- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence:

The tenancy began in November 2017. The rent is \$795 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$397.50 and a key deposit of \$100 at the start of the tenancy.

The tenant vacated the rental unit at the end of May 2018.

The landlord seeks a monetary order in the sum of \$703.91 for damage to a window door of another unit caused by her ex-husband. In addition the landlord stated they have additional claims against the tenant for the failure to clean and the damages to the rental property which are not part of this application. The tenant disputes the landlord's claims. She testified she told her husband to leave and did not permit her husband to stay on the property after she demanded that he leave. Further, her ex-husband is a friend/acquaintance of the other tenant and she should not be responsible for damage to that rental unit by her ex-husband. Finally, the landlord did not conduct an inspection at the start of the tenancy.

Tenant's Application:

The tenant stated that as she had vacated the rental unit and had no interest in reinstating the tenancy that she wished to withdraw her application to cancel the Notice to End Tenancy. As a result I dismissed the Tenant's application to cancel the Notice to End Tenancy without leave to re-apply.

Settlement:

The parties reached a settlement about the landlord's monetary claims including the claims that were not part of this hearing 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 \$397.50 and the key damage deposit of \$100.
- b. The Tenant shall retain the keys and a cable box to the landlord.
- c. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

As a result of the settlement I ordered that the landlord shall retain the security deposit and the key deposit. All further claims are dismissed.

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: June 12, 2018

Residential Tenancy Branch