



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

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

- a. A monetary order in the sum of \$9500 for unpaid rent and damages
- 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. At the end of a lengthy hearing the parties engaged in settlement discussion and they reached an agreement.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was sufficiently served on the NI, BA and OR as they were present. The landlord failed to prove service on the other two Tenants and the claim against them is dismissed without leave to re-apply.

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:

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 1, 2017 and end on April 30, 2018. The tenancy agreement provided that the tenant(s) would pay rent of \$4500 per month payable in advance on

the first day of each month. The Tenants paid a security deposit of \$2250 at the start of the tenancy.

The landlord claims against the tenants for over-holding for 4 days, loss of rent and damages to the rental unit. The Tenants dispute the landlord's 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 of \$2250.
- 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.

As a result of the settlement I ordered that the landlord shall retain the security deposit. I further ordered that all other claims set out in this application shall be dismissed without leave to re-apply.

This decision and settlement 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 28, 2018

Residential Tenancy Branch