



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: FFL, MNDL-S, MNSD

Introduction

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

- a. A monetary order in the sum of \$651 for damages and the failure to clean.
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

The Application for Dispute Resolution filed by the Tenant makes the a claim for a monetary order in the sum of \$900 for double the security deposit.

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 and Notice of Dispute Resolution Hearing was filed by each party was sufficiently served on the other by registered mail.

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?
- d. Whether the tenant is entitled to a monetary order and if so how much?

Background and Evidence:

In September the landlord and SJF entered into a 4 month fixed term tenancy agreement. It was subsequently amended and a second 4 month fixed term tenancy agreement was entered into between the landlord and he two tenants that provided that the tenancy would end at the

end of April 2018. The rent was \$900 per month payable in advance on the first day of the month. The tenants paid a security deposit of 4450.

In February SJF was forced to leave the rental unit because of domestic abuse. The tenancy agreement was subsequently brought to an end at the end of March 2018. SJF was not in the rental unit for the last 6 weeks of the tenancy

SJF provided the landlord with her forwarding address in writing by mailing by registered mail to where the landlord carries on business on May 7, 2018. There is some uncertainty as to when the landlord received the forwarding address. The tenant did not have the registered mail receipt. LD stated she thought it was received by the landlord on May 10, 2018. DD testified he thought it was received on May 16, 2016 or May 18, 2018. The landlord filed an Application for Dispute Resolution claiming the deposit on March 24, 2018. Based on the evidence presented I determined the landlord claimed against the deposit within 15 days of receiving the forwarding address in writing.

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.
- b. This is a full and final settlement and each party releases and discharges the other from all claims with dealing with this tenancy.

As a result of the settlement I ordered that the landlord shall retain the security deposit. All other claims set out in both applications 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: July 25, 2018

Residential Tenancy Branch