



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFL, MNDL-S

The Application for Dispute Resolution filed by the Tenant makes a claim for monetary order in the sum of \$1390 for double the security deposit/pet damage deposit.

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

- a. A monetary order in the sum of \$280 for carpet cleaning and the failure to clean properly.
- b. An order to retain the security deposit/pet damage 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. Rather than proceeding with litigation the parties entered into settlement discussions and an agreement was reached.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing filed by the landlord on August 14, 2018 was served on the Tenant by mailing, by registered mail to the forwarding address of the Tenant. I find that the Application for Dispute Resolution and Notice of Dispute Resolution hearing filed by the Tenant on August 17, 2019 was served in person on an agent of the landlord.

Issue(s) to be Decided:

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to A Monetary Order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?

Background and Evidence:

The parties entered into a written tenancy agreement that provided that the tenancy would start on October 1, 2016, end on October 1, 2017 and become month to month after that. The rent was \$850 per month payable in advance on the first day of the month. It was subsequently increased to \$881 per month. The tenant paid a security deposit of \$425 at the start of the tenancy. She eventually made payments on a pay damage deposit. The parties agreed the tenant paid \$695 for a security deposit/pet damage deposit.

The tenant gave notice that she was vacating on July 30, 2018. She vacated on July 28, 2018. She provided the landlord with her forwarding address in writing in early July at the time she gave her notice to end tenancy.

Settlement:

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 \$131.25 of the security deposit/pet damage deposit.
- b. The landlord shall return the balance of the security deposit/pet damage deposit in the sum of \$563.75 to the tenant.
- 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.

Monetary Order and Security Deposit:

As a result of the settlement I ordered that the landlord shall retain \$131.25 of the security deposit/pet damage deposit. I further ordered that the landlord return the balance of the security deposit/pet damage deposit in the sum of \$563.75. All other claims brought in the two applications are dismissed.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

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: December 13, 2018

Residential Tenancy Branch