



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Decision Codes: FFL, MNDL-S

### **Introduction**

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

- a. A monetary order in the sum of \$1672 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. 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 served on the tenant by mailing, by registered mail to the forwarding address provided by the Tenant on September 17, 2019.

The tenant stated he has filed an Application for Dispute Resolution which is scheduled for hearing on January 23, 2020. The landlord included additional claims in his monetary order worksheet that relates to the tenant's application. At the start of the hearing I determined it was not appropriate to consider the tenant's application and the additional claims made by the landlord in this hearing.

### **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 August 1, 2019 and end on July 31, 2020. The tenancy agreement provided that the tenant(s) would pay rent of \$22000 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$1100 at the start of the tenancy.

There was a problem with bed bugs in the rental unit. The tenancy ended on August 29, 2019. A new tenant took possession effective the end of August 2019.

Settlement:

At the end of the hearing the parties reached a comprehensive settlement of all outstanding disputes in this tenancy 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 \$535 of the security deposit.
- b. The landlord shall return the balance of the security deposit in the sum of \$565 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.
- d. The tenant shall withdraw his claim and request the Registry to cancel the hearing set for January 23, 2020 and he shall advise the landlord upon the cancellation of the January 23, 2020 hearing.

Monetary Order:

As a result of the settlement I ordered that the landlord shall retain \$535 of the security deposit. I further ordered that the landlord shall pay to the Tenant the balance of the security deposit in the sum of \$565. All other claims 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: November 19, 2019

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Residential Tenancy Branch