



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Decision Codes: MNR, MND, MNSD & MNDC

Introduction

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. With the consent of both parties I added GL and PL as landlords.

I find that the Tenant's Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the landlord resides on April 13, 2013. Further, I find that the Landlord's Application for Dispute Resolution/Notice of Hearing was sufficiently served by mailing, by registered mail to where the tenants reside on April 26, 2013.

Issues to be Decided

The issues to be decided are as follows:

- a. Whether the tenants are entitled to a monetary order and if so how much?
- b. Whether the tenants are entitled to recover the cost of the filing fee?
- 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 on November 1, 2011 when the parties entered into a one year fixed term tenancy that was to end on October 31, 2012. The tenancy agreement provided that the tenant(s) would pay rent of \$1000 per month payable on the first day of each month. The tenants paid a security deposit of \$500 at the start of the tenancy.

The tenants gave the landlord written notice they would be vacating the rental unit at the end of August. There is a dispute between the parties as to whether the notice given by the tenants in July was sufficient. The landlord responded by saying that they the tenants were responsible to pay the rent for the unexpired fixed term unless they found another tenant. The tenants allege the landlords failed to make sufficient efforts to re-rent the rental unit and failed to sufficiently mitigate their loss.

The tenants claim a monetary order in the sum of \$1000 plus the \$50 filing fee for double the security deposit. The landlords claim the sum of \$2187 including loss of rent for the unexpired two months of the tenancy, utilities in the sum of \$87.74 and \$100 for cleaning. The tenants dispute the landlords' claim.

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 landlords shall retain the security deposit.
- 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 landlords shall retain the security deposit.

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 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: May 16, 2013

Residential Tenancy Branch

