Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes   MNR, MND, MNSD, MNDC & FF

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.

I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. With respect to each of the applicant's claims I find as follows:

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 Tenant is 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 parties entered into a written tenancy agreement that provided that the tenancy would start on December 1, 2012 and end on November 1, 2013. The tenant moved in 15 days early. The rent was $1100 per month payable on first day of each month. The tenant(s) paid a security deposit of $550 on November 3, 2012.

The landlord served a 2 month Notice to End Tenancy and the tenant agreed to the early end to the tenancy. The tenant paid the rent for July. The keys were returned on July 30, 2013. The tenant testified that she provided the landlord with her forwarding address in writing on that date by text message but she did not include this with her materials.

The landlord provided the tenant with a cheque in the sum of $222.75 dated August 15, 2013 for the return of a portion of the security deposit. This was received by the Tenant on August 14, 2013. The tenant cashed this cheque.

The tenant seeks a monetary order in the sum of $1852 which includes a doubling of the security deposit and compensation for the reduced value of the tenancy. The landlord seeks a monetary order in the sum of 377.25 for the cost of cleaning.

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 pay to the tenant the sum of $695 in satisfaction of this matter.
  b. The landlord shall send to the Tenant her scrape book at her expense.
  c. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

As a result of the settlement I ordered that the Landlord shall pay to the Tenant the sum of $695 in satisfaction of this matter. A formal order is enclosed.

I confirmed with the parties at the hearing that the payment set out above shall be in addition to the part payment of the security deposit in the sum of $222.75 which the landlord made to the Tenant by cheque dated August 15, 2013 which has already been cashed by the Tenant.

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 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 27, 2013

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Residential Tenancy Branch