



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MNDC, MNSD

Introduction

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

- a. A monetary order in the sum of \$20,917.09 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.

I find that the Application for Dispute Resolution/Notice of Hearing and the Amended Application for Dispute Resolution was served on the Tenants by mailing, by registered mail to the forwarding address provided by the Tenants.

I advised the parties at the start of the hearing that while I have the same last name as the female tenant I am not related to her and have never met her.

Issue(s) 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 November 29, 2015. The tenancy agreement provided that the tenant(s) would pay rent of \$1280 per month payable in advance on the first day of each month. The tenants paid a security deposit of \$640 and pet damage of \$640 for a total of \$1280 prior to the start of the tenancy.

The tenancy ended on June 1, 2016. The tenants dispute most of the claims made by the landlord.

Monetary Order and Cost of Filing fee

At the end of the hearing the parties reached a settlement and they asked that I record the settlement as follows:

- a. The landlord shall retain the security deposit and pet damage deposit totaling \$1280.
- 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 landlord shall retain the security deposit and pet damage deposit totaling \$1280.

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 02, 2016

Residential Tenancy Branch