



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      CNC, MNDC, OPR, MNR, MNSD FF

### Introduction

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

- a. An order to cancel the one month Notice to End Tenancy dated August 29, 2017
- b. A monetary order in the sum of \$15,800
- c. An order for the return of the security deposit/pet damage deposit.

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

- a. An Order for Possession for cause
- b. A monetary order in the sum of \$869.81 for unpaid rent and damages
- c. An order to retain the security deposit
- d. 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.

I find that the one month Notice to End Tenancy was personally served on the Tenant on August 29, 2017. Further 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 an order cancelling the one month Notice to End Tenancy dated August 29, 2017?
- b. Whether the tenants are entitled to a monetary order and if so how much?
- c. Whether the tenants are entitled to recover the cost of the filing fee?
- d. Whether the landlord is entitled to an Order for Possession?
- e. Whether the landlord is entitled to A Monetary Order and if so how much?

- f. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- g. 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 May 16, 2016. The rent was \$875 plus \$25 parking and \$15 insurance per month. The tenants paid a security deposit of \$250 and a pet damage deposit of \$200 at the start of the tenancy.

On June 1, 2017 the rent was increased to \$907.38 plus \$25 parking and \$15 insurance per month.

The tenants vacated the rental unit at the end of September.

The tenants expressed concern that the existence of the Notice to End Tenancy might adversely affect their ability to find alternative housing in the future.

### Settlement:

At the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) as follows:

- a. The parties mutually agree to end the tenancy effective September 30, 2017.
- b. The landlord shall retain the security deposit and pet damage deposit which totals the sum of \$450.
- 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.

### Orders:

I ordered that the Notice to End Tenancy dated August 29, 2017 be cancelled. The parties have agreed to end the tenancy effective September 30, 2017. The landlord has regained possession and there is no need to issue an Order of Possession.

I further order that the landlord shall retain the security deposit and pet damage deposit which totals \$450.

I dismissed all other claims raised by the parties in their respective Application for Dispute Resolution.

**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 21, 2017

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Residential Tenancy Branch