



# Dispute Resolution Services

Page: 1

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 \$4034 for unpaid rent and unpaid utilities
- 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 personally served on the Tenant on March 28, 2019. With respect to each of the applicant's claims I find as follows:

### **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 December 1, 2017, continue for 6 months and then become month to

month. The tenancy agreement provided that the tenant(s) would pay rent of \$2675 per month payable in advance on the first day of each month. The tenants were also responsible to pay 50% of the hydro and Fortis gas bill. The tenants paid a security deposit of \$1233 on December 1, 2017. The landlord served a Notice of Rent Increase that increased the rent to \$2740 commencing March 1, 2019.

The rental property contains 4 rental units. On February 3, 2019 the RCMP conducted a raid on one of the basement rental units and used a significant amount of pepper spray and/or tear gas. The individual the RCMP arrested was visiting a girlfriend who lived in one of the basement suites. All of the tenants were rehoused to the middle of February while the RCMP completed their investigation and the rental property was restored. The tenants took the position that the tenancy agreement had been frustrated. The landlord disputes this.

The landlord claimed the \$742 for the tenant's share of a hydro bill to January 22, 2019, \$552 for tenant's share of a Fortis gas bill to February 14, 2019 and the rent for March in the sum of \$2740 plus the cost of the filing fee. The tenants did not move back to the rental unit and they removed all of their belongings from the rental unit by February 28, 2019. The landlord eventually re-rented the rental unit with the new tenants taking possession on April 15, 2019.

The tenant has not yet filed an Application for Dispute Resolution. However, the tenant stated he has claims against the landlord for reimbursement of the rent paid for 25 days in February 2019, the return of the security deposit and a doubling of the security deposit, and damage to personal belongings etc. that may exceed \$35,000.

Settlement:

At the end of the hearing the parties engaged in negotiations and reach a full and final settlement of all claims they have against each. The parties have 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 \$1833.
- b. This is a full and final settlement and the landlord releases and discharges the tenant from all claims including but not limited to claims for loss of rent, for non payment of utility bills and claims for any damage to the rental unit.
- c. This is a full and final settlement and the tenant releases and discharges the landlord from all claims including but not limited to claims for reimbursement of

rent paid, for the security deposit and doubling of the security deposit and claims for damage to the tenant's personal property.

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered that the landlord pay to the Tenant the sum of \$1833. All other claims are dismissed without leave to re-apply.

It is further Ordered that this sum be paid forthwith. The parties are given a formal Order in the above terms and the landlord must be served with a copy of this Order as soon as possible.

Should the Landlord 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: April 30, 2019

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Residential Tenancy Branch