



Dispute Resolution Services

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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 \$1741 for unpaid rent and 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 10 Notice to End Tenancy was personally served on the Tenant on March 1, 2019. Further I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenants by mailing, by registered mail to the forwarding address provided by the Tenants on March 27, 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 January 15, 2019 and end on September 15, 2019. The tenancy agreement provided that the tenant(s) would pay rent of \$1600 per month payable in advance on the last day of the previous month. The parties testified the tenants paid a security deposit of \$840 although a review of the tenancy agreement after the conclusion of the hearing indicates the security deposit was \$800.

The tenants failed to pay the rent that was due on February 28, 2019. The landlord served a 10 day Notice to End Tenancy. The tenants vacated the rental unit some time before March 6, 2019 and March 11, 2019. There is a dispute as to the date they vacated.

The tenants allege they have claims against the landlord including a claim for double the security deposit although they have not yet filed an Application for Dispute Resolution.

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 landlord 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 regard to this tenancy.

Monetary Order and Cost of Filing fee

As a result of the settlement I ordered that the landlord shall retain the security deposit. All other claims raised in this application are dismissed.

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: May 13, 2019

Residential Tenancy Branch