



# **Dispute Resolution Services**

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **Decision**

**Dispute Codes:** MNSD, MNDC, FF

## **Introduction**

This hearing dealt with two applications: 1) from the tenant for full return of the security deposit, and recovery of the filing fee; 2) from the landlord for a monetary order for loss of rental income, costs arising for advertising, retention of the security deposit in partial satisfaction of the claim, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

## **Issues to be decided**

- Whether the tenant is entitled to full return of the security deposit, and recovery of the filing fee
- Whether the landlord is entitled to a monetary order under the Act, retention of all or a portion of the security deposit, and recovery of the filing fee

## **Background and Evidence**

Pursuant to a written residential tenancy agreement, the term of tenancy was from May 1, 2008 to April 30, 2009. Rent in the amount of \$1,480.00 was payable on the first day of the month, and a security deposit of \$740.00 was collected at the start of tenancy.

By letter dated February 18, 2009, the tenant gave the landlord notice of her intent to vacate the unit effective March 31, 2009. The tenant paid rent for March and vacated the unit on March 18, 2009. The landlord stated that the unit was vacant during April and that after advertising he was able to find new renters effective from May 1, 2009.

During the hearing the parties exchanged views on the circumstances surrounding the dispute. Discussion included a review of the statutory provisions relevant for both parties in relation to ending a tenancy and returning the security deposit.

### **Analysis**

Pursuant to section 63 of the Act, discussion between the parties during the hearing led to a resolution of the dispute. Specifically, it was agreed as follows:

- that the landlord will retain the tenant's full security deposit of \$740.00 plus all interest accrued;
- that both parties waive application for recovery of the filing fee;
- that the above particulars comprise full and final settlement of all aspects of the dispute surrounding this tenancy for both parties.

### **Conclusion**

Pursuant to the above agreement, I order the landlord to retain the tenant's full security deposit of **\$740.00** plus all interest accrued.

DATE: July 21, 2009

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Dispute Resolution Officer