

DECISION AND REASONS

Dispute Codes:

MNDC, MNSD, FF.

Introduction,

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order for the loss of income that she suffered and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. The tenant applied for the return of her security deposit and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary for loss of income and the filing fee? Is the tenant entitled to the return of the security deposit?

Background and Evidence

The parties entered into a tenancy agreement on May 25, 2009. The tenant paid a security deposit of \$475.00. The tenancy was due to start on July 01, 2009 and the landlord agreed to allow the tenant to move in on June 29, 2009.

On June 27, 2009, the tenant informed the landlord by phone that she would not be moving in and requested the return of the security deposit.

The landlord is claiming loss of income for the month of July in the amount of \$950.00 and to retain the security deposit in partial satisfaction of her claim.

The landlord's claim was discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to withdraw her claim for the return of the security deposit.
2. The landlord agreed to accept the security deposit as settlement of her claim.

The parties agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

Conclusion

Pursuant to the above agreement, I allow the landlord to retain the entire amount of the security deposit (\$475.00). As this dispute was resolved by mutual agreement and not based on the merits of the case, both parties must bear the cost of filing their own applications.

Dated November 16, 2009.

Dispute Resolution Officer