Decision

Dispute Codes: MNSD, FF

Introduction

This hearing dealt with the landlord's application to retain the security deposit and recover the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the landlord is entitled to either or both of the above under the Act

Background and Evidence

Pursuant to a written residential tenancy agreement, the fixed term of tenancy was from April 10, 2009 to March 31, 2010. Rent in the amount of $1,075.00 (which includes $25.00 for parking) is payable in advance on the first day of each month. A security deposit of $550.00 was collected on or about April 10, 2009.

As a result of a variety of concerns arising from living in the unit, the tenants vacated the unit on July 31, 2009. The tenant testified that he currently resides in another building managed by the same landlord.

In the landlord's original application, compensation was sought for liquidated damages and costs associated with miscellaneous cleaning required in the unit. However, during the hearing the tenant testified that subsequent to vacating the unit, the landlord retained $220.00 from his security deposit and returned to him the balance by way of cheque in the amount of $330.00. Accordingly, the tenant's understanding is that the dispute between the parties has been resolved. In light of this most recent information which was not immediately available to the landlord's agent attending the hearing, the landlord's agent accepted that the matter has now been resolved and withdrew the landlord's application.

Conclusion

Following from all of the above, as the parties agree that the dispute has been resolved and the landlord has withdrawn the application, the application is hereby dismissed.

DATE: December 3, 2009   _____

                                                                             Dispute Resolution Officer