



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNR, FF*

Introduction

This hearing dealt with an application by the landlord, for a monetary order for the loss of income she suffered and for the recovery of the filing fee. The landlord also applied to retain the security deposit in satisfaction of her claim.

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 loss of income for March 2011? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started on September 01, 2010 and prior to moving in, the tenant paid a security deposit of \$450.00. On February 10, 2011 the tenant gave the landlord written notice to end the tenancy effective March 10, 2011.

The circumstances surrounding the actual move out date and the agreement regarding rent payment were discussed at length. During this discussion 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 dispute resolution proceedings, 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 allow the landlord to retain the security deposit of \$450.00.
2. The landlord agreed to accept the security deposit in full settlement of her claim against the tenant.
3. Both parties stated that they understood and agreed to the terms of the above agreement.
4. Both parties agree that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit.

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: June 14, 2011.

Residential Tenancy Branch