



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This conference call hearing was convened in response to the landlord's application to keep the tenant's security deposit and to recover the filing fee for this application.

Both parties attended the hearing and provided affirmed testimony. They were given a full opportunity to be heard, to present evidence and to make submissions.

Issue(s) to be Decided

Is the landlord entitled to keep all or part of the security deposit?

Is the landlord entitled to recover the filing fee?

Background and Evidence

Pursuant to a written agreement, the tenancy started on December 1st, 2008; rent was \$675.00 per month and the tenant paid a security deposit of \$337.50.

The landlord testified that the tenant was required to vacate the rental unit at 1 PM, March 31st, 2011, but that she did not move out until the next day. The tenant interrupted the landlord by stating that the landlord could keep the security deposit. The landlord agreed and the tenant immediately hung up and ended the conference call.

Analysis

Section 63 of the *Residential Tenancy Act* provides for the parties to resolve their dispute during the dispute resolution proceedings. Accordingly, the parties have agreed to settle this matter by the landlord keeping the security deposit as monetary satisfaction for the tenant's obligation with respect to the unit.

Conclusion

Pursuant to Section 62 of the Act, I authorize the landlord to retain the tenant's security deposit as full and final settlement of this dispute and related tenancy.

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: July 28, 2011.

Residential Tenancy Branch