



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNQ, MNSD

Introduction

This hearing was scheduled in response to the tenant's application to cancel a notice to end tenancy as the tenant does not qualify for subsidized housing / and a monetary order as compensation for the return of the security deposit. Both parties participated in the hearing and gave affirmed testimony.

I find that in the circumstances of this dispute, no notice to end tenancy was issued, and that the tenant's indication on the application that she was applying for cancellation of a notice to end tenancy, does not apply. Accordingly, I consider that this aspect of the application is withdrawn. The matter remaining before me, therefore, is limited to whether the tenant is entitled to the return of her security deposit.

Issue(s) to be Decided

Whether the tenant is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the start date of the month-to-month tenancy is shown as April 1, 2012. Monthly rent is \$900.00 and a receipt issued by the landlord and dated February 23, 2012, shows that a security deposit of \$450.00 was collected.

At issue is what agreements / understandings were reached between the parties when they first met at the unit on or about February 22 or 23, 2012. The tenant takes the position that the agreement / understanding was that tenancy would begin on April 1, 2012. The landlord takes the position that the agreement / understanding was that tenancy would begin on March 15, 2012. In any event, there does not appear to be any disagreement that the tenant contacted the landlord by telephone in late February 2012, in order to inform him that she would not be proceeding with the tenancy, and to request that he return the full amount of her security deposit. Thereafter, the landlord testified that he found another party to rent the unit effective April 1, 2012.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act addresses **Opportunity to settle dispute**, and provides that the parties may attempt to settle a dispute during a hearing. Pursuant to this provision, discussion led to a resolution and, specifically, it was agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will reimburse the tenant in the amount of \$300.00 of her original security deposit;
- that the above payment will be by cheque made payable to the tenant;
- that the cheque will be put into the mail by no later than midnight, Friday, May 25, 2012;
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$300.00**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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: May 24, 2012.

Residential Tenancy Branch