



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the loss of income and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a monetary claim for loss of income and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenant paid a security deposit on May 09, 2012 for a tenancy that would start on July 01, 2012. The tenant stated that due to problems with the condition of the unit, on June 27, she informed the landlord that she would not be moving in. The landlord argued that she held the unit for the tenant and by not moving in, the landlord suffered a loss of six weeks of rent. A new tenant was found for August 2012.

The claims made by the landlord were 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 allow the landlord to retain \$231.25 from the security deposit in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$231.25 in full settlement of all claims against the tenant.
3. The landlord agreed to return \$231.25 to the tenant within 15 days of receipt of this decision.
4. Both parties stated that they understood and 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, the landlord will return \$231.25 to the tenant within 15 days of receipt of this decision.

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: September 26, 2012.

Residential Tenancy Branch