



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for 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 claim against the security deposit? Is the landlord entitled to a monetary order for loss of income and for the recovery of the filing fee?

Background and Evidence

The tenant viewed the rental unit on May 23, 2012 and returned on May 24, 2012 to fill out an application form and pay the security deposit. On May 29, 2012, upon visiting the unit for a second time, the tenant informed the landlord that he had decided not to move in because the unit was not in a condition that he approved of. The landlord made efforts to find a tenant for June 01 by advertising immediately. Despite showings in the first week of June, a tenant was not found for June. A new tenant moved in on July 01, 2012.

The landlord attempted to negotiate with the tenant regarding the return of the security deposit and the loss of income for June. The parties were unable to come to an agreement and therefore the landlord made this application.

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 the security deposit of \$700.00, in full and final satisfaction of all claims against the landlord.
2. The landlord agreed to retain the security deposit of \$700.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, the landlord may retain the entire security deposit of \$700.00.

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: November 06, 2012.

Residential Tenancy Branch

