



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      OPR MNR MNSD  
                                CNR FF

### Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by both the Landlord and the Tenant.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

Have the parties agreed to settle these matters?

### Background and Evidence

The parties agreed that they had entered into a verbal tenancy agreement and that the Tenant was provided the keys on March 16, 2013. Rent was to be paid in the amount of \$1,200.00 per month and on March 5, 2013, and the Tenant paid \$600.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

### Analysis

The parties agreed to settle these matters on the following terms:

1. The Landlord agrees to withdraw her claim;
2. The Tenant agrees to withdraw her claim;
3. The Tenant will pay the Landlord \$600.00 on May 29, 2013, as full payment of May 2013 rent;
4. On June 1, 2013, the Tenant will pay the Landlord \$600.00 for rent for the period of June 1 – 15, 2013;
5. The Tenant will attempt to secure another rental unit for occupation for as soon as possible;
6. The Landlord will not be entitled to additional compensation for short notice if the Tenant is able to secure another place prior to June 30, 2013;
7. In the event the Tenant does not find another place in time, she will pay the Landlord \$600.00 as rent for June 16 – June 30, 2013;
8. The Tenant agrees to give the Landlord vacant possession of the rental unit no later than June 30, 2013.

In support of this settlement agreement the Landlord will be issued an Order of Possession effective June 30, 2013.

The Landlord is required to administer the security deposit of \$600.00 in accordance with section 38 of the Act. Section 38 has been reproduced at the end of this decision review.

### Conclusion

The Landlord has been issued an Order of Possession effective June 30, 2013.

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 29, 2013

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Residential Tenancy Branch

## **Return of security deposit and pet damage deposit**

**38** (1) Except as provided in subsection (3) or (4) (a), within 15 days after the later of

(a) the date the tenancy ends, and

(b) the date the landlord receives the tenant's forwarding address in writing,

the landlord must do one of the following:

(c) repay, as provided in subsection (8), any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations;

(d) make an application for dispute resolution claiming against the security deposit or pet damage deposit.

(2) Subsection (1) does not apply if the tenant's right to the return of a security deposit or a pet damage deposit has been extinguished under section 24 (1) *[tenant fails to participate in start of tenancy inspection]* or 36 (1) *[tenant fails to participate in end of tenancy inspection]*.

(3) A landlord may retain from a security deposit or a pet damage deposit an amount that

(a) the director has previously ordered the tenant to pay to the landlord, and

(b) at the end of the tenancy remains unpaid.

(4) A landlord may retain an amount from a security deposit or a pet damage deposit if,

(a) at the end of a tenancy, the tenant agrees in writing the landlord may retain the amount to pay a liability or obligation of the tenant, or

(b) after the end of the tenancy, the director orders that the landlord may retain the amount.

(5) The right of a landlord to retain all or part of a security deposit or pet damage deposit under subsection (4) (a) does not apply if the liability of the tenant is in relation to damage and the landlord's right to claim for damage against a security deposit or a pet damage deposit has been extinguished under section 24 (2) *[landlord failure to meet start of tenancy condition]*

*report requirements]* or 36 (2) *[landlord failure to meet end of tenancy condition report requirements]*.

(6) If a landlord does not comply with subsection (1), the landlord

(a) may not make a claim against the security deposit or any pet damage deposit, and

(b) must pay the tenant double the amount of the security deposit, pet damage deposit, or both, as applicable.

(7) If a landlord is entitled to retain an amount under subsection (3) or (4), a pet damage deposit may be used only for damage caused by a pet to the residential property, unless the tenant agrees otherwise.

(8) For the purposes of subsection (1) (c), the landlord must use a service method described in section 88 (c), (d) or (f) *[service of documents]* or give the deposit personally to the tenant.