



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 2225 Triumph Apartments Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for damage to the unit, site or property; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

An agent for the landlord company and the tenant attended the conference call hearing. The landlord also had a witness who was prepared to testify.

However, during the course of the hearing the parties agreed to settle this dispute on the following conditions:

1. The landlord will retain the sum of \$550.00 of the security deposit in full settlement of the damages claimed;
2. The landlord will retain an additional \$50.00 of the security deposit for recovery of the filing fee for the cost of this application;
3. The tenant will have a monetary order in the amount of \$225.00 for the balance of the security deposit.

Conclusion

For the reasons set out above, I hereby grant a monetary order in favour of the tenant pursuant to Section 67 of the *Residential Tenancy Act* in the amount of \$225.00.

I further order that the landlord be permitted to keep the balance of the security deposit totalling \$600.00 in full satisfaction of the landlord's claim.

This Decision is final and binding on the parties and may be enforced.

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 08, 2013

Residential Tenancy Branch