



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD and FF

Introduction

This hearing was convened on an application made by the landlord on February 25, 2013 seeking authorization to retain the tenant's security deposit in set off against a claim of the tenant overholding the rental unit beyond the end of tenancy date. The landlord also wished to apply the balance to an outstanding Monetary Order from a previous hearing and the filing fee for this proceeding.

Issue(s) to be Decided

Is the landlord entitled to retain the security deposit in set off as requested?

Background and Evidence

This tenancy began on December 15, 2011 and ended in February 2013 pursuant to an Order of Possession issued following a previous hearing. Rent was \$1,600 per month and the landlord holds a security deposit of \$800 paid at the beginning of the tenancy.

The parties disagree as to whether the tenancy ended on February 1, 2013 as claimed by the tenant or later in the month as claimed by the landlord.

During the hearing, the tenant advised that he has applied for dispute resolution on a claim for return of the security deposit in double under section 38(6) of the *Act*. That application was made on his belief that the landlord did not make application within the latter of 15 days of the end of the tenancy or receipt of the tenant's forwarding address as required by section 38(1) of the *Act*. That hearing is set for August 15, 2013.

Settlement Agreement

Section 63 of the Act provides that that director's delegate may offer the parties the opportunity to settle their dispute and to record their agreement in the form of a decision or order.

In the present matter, the parties have agreed to settle this dispute under the following terms:

1. The landlord agrees to return the tenant's security deposit and one-half of the filing fee, a total of \$825 on receipt of this decision;
2. The tenant agrees to cancel the hearing set for August 15, 2013;
3. The parties understand and agree that the tenant will be issued with an enforceable Monetary Order in support of this agreement;
4. Execution of this agreement constitutes full and final settlement of all matters pertaining to this tenancy.

Conclusion

The tenant's copy of this Decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia, for \$825 for service on the landlord if payment is not received.

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 22, 2013

Residential Tenancy Branch