



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MND, MNSD & MNDC

### Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other.

The hearing was originally scheduled for October 18, 2013. However, the tenant vacated the rental unit by the time the landlord filed its claim and the tenant had not received the landlord's Application for the Dispute Resolution by the time of the hearing. I determined it was appropriate for both hearing to proceed at the same time and that it was necessary to adjourn the hearing in order for the parties to fully prepare for the hearing.

The Application for Dispute Resolution filed by the Tenant seeks a monetary order in the sum of \$7150. The Application for Dispute Resolution filed by the landlord seeks a monetary order in the sum of \$4093.

The hearing was convened on December 10, 2013. At that time the tenant requested an adjournment on the basis that she was in a specialist office with her young child. The landlord confirmed the tenant was at the office. The parties were able to settle the matter.

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?
- d. Whether the Tenant is entitled to a monetary order and if so how much?
- e. Whether the Tenant is entitled to recover the cost of the filing fee.

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on June 1, 2013. The rent was \$1650 per month. The tenant paid a security deposit of \$825 at the start of the tenancy.

The tenancy ended on October 2, 2013.

Settlement:

During the hearing on December 10, 2013 the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall retain the security deposit.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

**As a result of the settlement I order that the landlord shall retain the security deposit.**

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: December 10, 2013

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Residential Tenancy Branch

