



# 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.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing filed by each party was sufficiently served on the other. With respect to each of the applicant's claims I find as follows:

### Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the tenant is entitled to a monetary order and if so how much?
- b. Whether the tenant is entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to a monetary order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. Whether the landlord 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 November 1, 2012 and end on October 31, 2013. The tenancy agreement provided that the tenant(s) would pay rent of \$1450 per month payable on the first day of each month. The tenant was also responsible to pay the utilities. The tenant paid a security deposit of \$750 at the start of the tenancy.

In August 2013 the parties agreed to end the tenancy early. The landlord found a new tenant who took possession in early September.

The tenant in these proceedings agreed that the landlord could deduct \$224 for utilities and \$50 for one day of rent for a total of \$274.

On September 14, 2013 the tenant filed an Application for Dispute Resolution claiming the balance of his security deposit in the sum of \$451. On October 17, 2013 the landlord provided the tenant with a cheque in the sum of \$351 and retained \$100 of the deposit. The tenant has not cashed the cheque. The landlord represented the cheque was still valid.

On October 17, 2013 the landlord filed a claim seeking a monetary order in the sum of \$1000.

Settlement::

At the end of the hearing 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:

1. The landlord shall retain the balance of the security deposit which she still holds in the sum of \$100.
2. The Tenant shall be at liberty to cash the cheque dated October 17, 2013 previously provided by the landlord in the sum of \$351.
3. 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 ordered that the landlord shall retain the balance of the security deposit in the sum of \$100 and the tenant shall be at liberty to cash the cheque dated October 17, 2013 previously provided by the landlord in the sum of \$371.**

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 01, 2013

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Residential Tenancy Branch

