



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MDSD & FF

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 was sufficiently served on the tenant by registered mail on October 2, 2013. 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 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?

Background and Evidence

Through the exchange of e-mails the tenant agreed to rent the rental unit on a month to month basis for \$925 plus 60% of the utilities basis payable in advance on the first of each month. The tenant paid a security deposit of \$462.50. The tenant was renting the

rental unit on behalf of herself and two other friends (who participated in the hearing). The tenants arrived in the rental unit and determined that it was not satisfactory. The tenants advised the landlord within the first week they were not interested in renting the rental unit.

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:

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

The settlement was agreed to by the applicant, her husband, the named tenant and the two other individuals who participated in the hearing.

As a result of the settlement I ordered 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 16, 2013

Residential Tenancy Branch

