



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Prang Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      OPR, MNR, MNSD, FF

This matter was originally heard on November 18, 2013 at a hearing which the tenant did not attend. On that date, the landlord was granted an order of possession and a monetary order for \$259.19 and was permitted to retain the security deposit. The tenant applied for a review of the monetary portion of that decision, claiming that as of the date of that hearing, she owed only \$180.00. A review hearing was scheduled for 1:00 on this date. The tenant did not participate in the conference call hearing and the landlord was represented.

The landlord's agent acknowledged that he had made an error in the earlier hearing and that the tenant's assertion that she owed just \$180.00 was correct. On the basis of the landlord's admission, I order the landlord retain \$180.00 from the \$300.00 security deposit and the \$35.81 in interest which has accrued to the date of this judgment in full satisfaction of the claim and I order the landlord to return the \$155.81 balance of the security deposit to the tenant forthwith. I grant the tenant an order under section 67 for \$155.81. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

The monetary order issued on November 18, 2013 is set aside and of no force or effect. The order of possession issued on that date remains in effect 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: February 03, 2014

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Residential Tenancy Branch

