



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WALL FINANCIAL CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for a Monetary Order for: damage to the rental unit; unpaid rent or utilities; to keep all of the Tenants’ security deposit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; and to recover the filing fee.

An agent for the Landlord and the building manager appeared for the Landlord and both Tenants also appeared for the hearing. The parties all provided affirmed testimony during the hearing. However, only the Landlord submitted written evidence prior to the hearing which I determined had been served to the Tenants along with a copy of the Application and notice of this hearing in accordance with the Act and Rules of Procedure.

Preliminary Issues

The Landlord's agent explained that they were seeking to keep \$280.02 from the Tenants’ security deposit of \$647.50.

The Tenants confirmed that they had received \$367.48 (the remaining balance) from the Landlord after the tenancy had ended.

At the start of the hearing I determined that the Landlord had made an Application to keep this portion of the Tenants’ security deposit within the timelines stipulated by Section 38(1) of the Act.

The Landlord’s agent and the building manager made a number of submissions and presented sufficient evidence in relation to their monetary claim to keep the remaining portion of the Tenant’s security deposit which included the filing fee. The Landlord also

referred to a condition inspection report, completed in accordance with the regulations, which detailed the damages being sought in the monetary claim.

In response to this evidence, the Tenants both explained that the Landlord had pursued a course of harassment against them but this had no relevance to the monetary claim being decided upon during the hearing.

The Tenants explained that they understood that the Landlord was going to keep the portion of their security deposit retained at the end of the tenancy as they had consented to this verbally to the Landlord and could not understand why the hearing was taking place.

The Tenants were informed of the Landlord's obligation and the requirements of Act in relation to the return of the security deposit at the end of a tenancy. The Tenants again confirmed that they were not disputing the amount being retained by the Landlord but expressed their frustration as to how they had been treated during the tenancy, submissions which again were not relevant to these proceedings.

Conclusion

Based on the above submissions made by both parties and the Tenants' consent and agreement, I allow the Landlord to retain the **\$280.02** from the Tenants' security deposit in **full and final satisfaction** of the Landlord's Application pursuant to Section 38(4) (b) of the Act.

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: September 09, 2014

Residential Tenancy Branch

