



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER HORIZONE, PROPERTY MANAGEMENT  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      LRE, OLC, RR, O, FF

### Introduction

This hearing dealt with an Application for Dispute Resolution by the tenant to change the fixed term tenancy agreement to a month-to-month, to suspend or set conditions on the landlord's right to enter, to allow a tenant to reduce rent for repairs, and to have the landlord comply with the Act.

Both parties appeared, gave testimony, and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions at the hearing

The tenant stated that she is moving out of the rental unit on February 28, 2015. The tenant stated that she only filed the application to be proactive on the return of her security deposit.

### Preliminary matter

Under section 38(1) of the Act, within 15 days after the later of, the date the tenancy ends, and the date the landlord receives the tenant's forwarding address in writing, the landlord must do one of the following. Repay any security deposit or pet damage deposit to the tenant with interest calculated in accordance with the regulations; or make an application for dispute resolution claiming against the security deposit or pet damage deposit.

Although the tenant is attempting to be proactive on the return of her deposit, however, that is not an issue for me to determine, as the tenancy will not end until February 28, 2015.

During the hearing the parties agreed on the following conditions:

- 1) The parties agreed that the tenancy is ending on February 28, 2015, as per the fixed term agreement; and
- 2) The parties agreed that they will meet at the rental unit on February 28, 2015, at 1:00pm to conduct the move-out condition inspection.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy 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: January 30, 2015

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Residential Tenancy Branch

