



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Codes: MNSD, FF

### Introduction:

The tenant has made a monetary claim recovery of double the security deposit.

### Facts:

Both parties attended a conference call hearing. A tenancy began on November 01, 2014 with rent in the amount of \$ 725.00 due in advance on the first day of each month. The tenant paid a security deposit totalling \$ 350.00 on October 25, 2014. The tenant moved out on November 30, 2014, the landlord did not return any of his security deposit and the landlord has a potential claim for loss of revenue.

### Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction for all claims the landlord and tenant now have or may have arising from this tenancy the parties agree that the landlord will be permitted to retain all of the tenant's security deposit amounting to \$ 350.00, and
- b. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I ordered that the retain all of the tenant's security deposit amounting to \$ 350.00. There shall be no order as to reimbursement of the filing fee. I have dismissed all other claims made by the tenant without leave to reapply.

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 16, 2015

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Residential Tenancy Branch

