



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding EASYRENT REAL ESTATE SERVICES LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

This matter dealt with an application by the Landlord for a Monetary Order for compensation for loss or damage under the Act, regulations or tenancy agreement, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Landlord's Agent said she served the Tenant with the Application and Notice of Hearing (the "hearing package") by registered mail on August 19, 2014. Based on the evidence of the Landlord's Agent, I find that the Tenant was served with the Landlord's hearing package as required by s. 89 of the Act and the hearing proceeded with both parties in attendance.

### Issues(s) to be Decided

1. Are there losses or damages and is the Landlord entitled to compensation?
2. Is the Landlord entitled to keep the Tenant's security deposit?

### Background and Evidence

This tenancy started on July 1, 2012 as a fixed term tenancy with an expiry date of June 30, 2013 and then continued on a month to month basis. Rent was \$2,395.00 per month payable in advance of the 1<sup>st</sup> day of each month. The Tenant paid a security deposit of \$1,197.50 on June 19, 2012. The tenancy ended on July 31, 2014. A move in condition inspection report was completed on June 29, 2012 and a move out condition inspection report was completed on July 31, 2014.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. the Landlord and the Tenant agreed the Landlord would retain \$918.20 of the Tenant's security deposit as full settlement of this dispute.
2. the Landlord agreed to return the balance of the Tenant's security deposit in the amount of \$297.30 forthwith.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

### Conclusion

The Parties agreed that the Landlord will retain \$918.20 of the Tenant's security deposit as full settlement of this dispute.

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: March 09, 2015

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Residential Tenancy Branch

