



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding K.S.C. HOLDINGS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNDC MNSD FF

Introduction:

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for orders as follows:

- a) A monetary order pursuant to Section 67;
- c) An Order to retain the security deposit pursuant to Section 38; and
- d) An order to recover the filing fee pursuant to Section 72.

SERVICE:

Both parties attended and the tenant agreed she received the Application for Dispute Resolution by registered mail. I find that the tenant was legally served with the documents according to sections 88 and 89 of the Act.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that there are damages caused by the tenant to the property, that they were beyond reasonable wear and tear and the cost to cure the damage? Is the landlord entitled to recover the filing fee?

Background and Evidence:

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The undisputed evidence is that the tenancy commenced on August 1998, a security deposit of \$550 was paid and rent is currently \$1000 a month. It is undisputed that the tenant vacated on or about October 26, 2014. The landlord has provided an invoice showing the expense of \$800 paid to a professional to remove all the items left behind by the tenant; however, they are willing to waive any cost over and above the security deposit.

The tenant said that she tried to communicate by email with a friend who wanted the furniture but the friend did not reply. When her son's friend came to pick up the items she left behind, the locks were changed. The friend said he was picking up the items

from the shed mostly but the lock did not work. The landlord denied changing the lock on the shed. In evidence are photographs of the property when the tenant vacated, an invoice for moving expense and some letters. The landlord's friend said that many of the pictured items were there when the tenancy commenced.

After further discussion about the junk removal costs and photographs, I explained the provisions of section 38 regarding the security deposit to the tenant. She conferred with her witness and friend and decided to settle with the landlord.

Settlement Agreement:

- 1. The tenant agrees the landlord may retain the security deposit plus interest in satisfaction of all claims against her for this tenancy. This includes the filing fee.**
- 2. This settles all matters between the parties related to this tenancy.**

On the basis of the solemnly sworn evidence presented at the hearing, a decision has been reached.

Analysis and Conclusion

Pursuant to the above noted agreement, I find the landlord entitled to retain the security deposit plus interest in satisfaction of all claims against the tenant, including the filing fee.

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 17, 2015

Residential Tenancy Branch

