



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPR, MDSD & FF

Introduction

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached. All of the evidence was carefully considered.

Both parties were given a full opportunity to present evidence and make submissions. Neither party requested an adjournment or a Summons to Testify. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

I find that the Application for Dispute Resolution/Notice of Hearing was sufficiently served on the Tenant by mailing, by registered mail to where the tenant resides on February 20, 2015. With respect to each of the applicant's claims I find as follows:

Issue(s) to be Decided

The issues to be decided are as follows:

- a. Whether the landlord is entitled to A Monetary Order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

On December 10, 2014 the parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on February 1, 2015. The rent was \$1500 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$1000 after the tenancy agreement was signed.

Around the middle of January the tenants orally advised the landlord they were not moving in. They provided the landlord with a written notice stating they were not moving in on February 6, 2015.

The landlord has not been able to re-rent the rental unit to the date of the hearing. The tenant's roommate stated they decided not to move in because he had been laid off due to the recession in the oil and gas industry.

The landlord stated that she was seeking an order that she be permitted to retain the security deposit only and was not interested in obtaining a monetary order for any amount over that

Settlement:

During the hearing the parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Residential Tenancy Act as follows:

- a. The landlord shall retain the security deposit of \$1000.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

As a result of the settlement I ordered that the landlord shall retain the security deposit in the sum of \$1000.

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: April 09, 2015

Residential Tenancy Branch

