



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNR, MND, MNSD, & MNDC

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.

The tenant testified he served the Tenant's Application for Dispute Resolution by mailing, by registered mail to where the landlord resides. However the tenant was unable to find the Canada Post receipt and unable to determine when he mailed it. The landlord acknowledged receipt of the tenant's Application and testified he served the tenant by mailing, by registered mail to where the tenant resides on March 31, 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 tenant is entitled to an order for double the security deposit?
- b. Whether the landlord is entitled to a monetary order and if so how much?
- c. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- d. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a tenancy agreement which provided that the tenancy would start 4 or 5 years ago. The present rent is \$400 per month payable in advance. The tenant paid a security deposit of \$200 at the start of the tenancy. The tenancy ended on February 1, 2015.

The Application for Dispute Resolution filed by the tenant seeks a monetary order in the sum of \$400 for double the security deposit. The landlord disputes the tenant's claim.

The Application for Dispute Resolution filed by the landlord claims damages and loss of rent totaling \$1444. The tenant disputes the landlord's claim.

Settlement:

At the end of 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 plus interest.
- b. This is a full and final settlement and the landlord releases and discharges the tenant from all claims with respect to this tenancy including all claims set out in his Application for Dispute Resolution.
- c. This is a full and final settlement and the tenant releases and discharges the landlord from all claims with respect to this tenancy including the claim for double the security deposit as set out in his Application for Dispute Resolution.

As a result of the settlement I order that the landlord shall retain the security deposit. I further order that all other claims are dismissed without leave to re-apply.

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: May 21, 2015

Residential Tenancy Branch

