



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes                      MNR, MNSD, MNDC, 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 filed by the landlord was sufficiently served on the tenant by mailing, by registered mail to where the tenant resides on March 3, 2015. I find the Application for Dispute Resolution/Notice of Hearing filed by the tenant was sufficiently served on the landlord by mailing, by registered mail to where the landlord resides on May 26 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 a monetary order and if so how much?
- b. Whether the tenant is entitled to recover the cost of the filing fee?
- c. Whether the landlord is entitled to A Monetary Order and if so how much?
- d. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- e. Whether the landlord is entitled to recover the cost of the filing fee?

### Background and Evidence

The parties entered into a written tenancy agreement that provided that the tenancy would start on September 16, 2014. The rent was \$800 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$400 at the start of the tenancy. The tenant(s) vacated the rental unit at the end of January. The landlord returned from being out of town and discovered the tenant had left on February 4, 2015. The landlord began to advertise commencing February 25, 2015 and re-rented the rental unit with the new tenant taking possession in early March.

The landlord claims the sum of \$1600 for loss of rent for February and March. The tenant claims the sum of \$1400.

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.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to the tenancy.

As a result of the settlement I order that the landlord shall retain the security deposit.

All other claim in the each of the Applications for Dispute Resolution are dismissed.

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: June 17, 2015

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Residential Tenancy Branch

