



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MNSD, FF
MNSD, FF

Introduction

This hearing concerns 2 applications:

- i) by the landlord for a monetary order as compensation for unpaid rent / retention of the security deposit / and recovery of the filing fee; and
- ii) by the tenant for repayment of the security deposit / and recovery of the filing fee.

Both parties attended and gave affirmed testimony.

Issue(s) to be Decided

Whether either party is entitled to the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the original fixed term of tenancy was from July 01, 2011 to June 30, 2012. By way of their initials on the tenancy agreement, the parties agreed to extend the end of the fixed term to June 30, 2013, and then to June 30, 2014, and most recently to June 30, 2015. Monthly rent of \$1,750.00 was due and payable in advance on the first day of each month, and a security deposit of \$875.00 was collected on July 01, 2011. A move-in condition inspection report was completed with the participation of both parties.

By letter dated October 26, 2014, the tenant gave notice to end tenancy effective November 30, 2014. The landlord testified that on October 29 and 30, 2014, he began advertising for new renters online and by way of local newspaper(s). Ultimately, new renters were found for the unit effective from December 15, 2014.

The tenant's forwarding address and the unit keys were delivered to the landlord's place of work on or about December 03, 2014. The landlord testified that these came to his attention on or about December 16, 2014 when he returned to work after being away. The landlord still currently holds the tenant's security deposit in trust. The tenant's application for dispute resolution was filed on January 20, 2015, while the landlord's application was filed on March 27, 2015.

During the hearing the parties undertook to resolve the dispute between them.

Analysis

For the information of the parties, attention is drawn to the following particular sections of the Act:

Section 38: **Return of security deposit and pet damage deposit**

Section 45: **Tenant's notice**

Section 63 of the Act addresses the **Opportunity to settle dispute**, and provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion led to a resolution and it was specifically agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will pay the tenant **\$437.50**, which reflects ½ of the original security deposit of \$875.00, and that a **monetary order** will be issued in favour of the tenant to that effect;
- that the above payment will be by **cheque**, and that the cheque will be **personally delivered** to the tenant by not later than **midnight, Tuesday, June 23, 2015**;
- that both parties **withdraw** their applications to recover the \$50.00 filing fee paid for their respective applications for dispute resolution;
- that the above particulars comprise **full and final settlement** of all aspects of the dispute arising from this tenancy for both parties.

Conclusion

The parties settled their dispute as set out above in the **Record of Settlement**.

Pursuant to section 67 of the Act, I hereby issue a **monetary order** in favour of the tenant in the amount of **\$437.50**. Should it be necessary, this order may be served on the landlord, filed in the Small Claims Court and enforced as an order of that Court.

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

Residential Tenancy Branch

