



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FF, MNDC, MNSD

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 by mailing, by registered mail to where the respondent resides. 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 retain all or a portion of the security deposit/pet deposit?
- b. Whether the landlord is entitled to recover the cost of the filing fee?

Background and Evidence

The parties entered into a one year fixed term written tenancy agreement that provided that the tenancy would start on March 1, 2015. The rent is \$750 per month payable on the first day of each month. However, the tenant received a rent concession and it was agreed she would pay \$719 per month. The tenant paid a security deposit of \$200 and a security deposit of \$375.prior to the start of the tenancy.

On February 25, 2015 the tenant advised the landlord she could no longer move into the rental unit. The landlord was not able to re-rent the premises for March 2015 and lost one month rent as a result. The \$200 deposit was returned to the tenant.

The Application for Dispute Resolution filed by the landlord seeks to retain the security deposit of \$375 plus recover the \$50 filing fee.

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 pay to the tenant the sum of \$25.
- b. The landlord shall retain the balance of the security deposit.
- c. 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 the landlord shall pay to the tenant the sum of \$25. I further ordered that the landlord shall retain the balance of the security deposit.

It is further Ordered that this sum be paid forthwith. The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial 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 05, 2015

Residential Tenancy Branch

