



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Costca Investments Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

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The tenant applied for dispute resolution requesting an Order that the fixed term tenancy ended effective June 30, 2015; the date he vacated.

Mutually Settled Agreement

The landlord agreed that the fixed-term tenancy ended on June 30, 2015. The landlord confirmed they successfully mitigated by locating a new tenant and did not suffer a loss of rent revenue as a result of the tenant ending the tenancy before the end of the term.

The tenant reached a settled agreement with the landlord that he would receive \$280.00 of the \$377.00 security deposit paid. The landlord obtained the tenants' current address and said a cheque would immediately be sent in the mail.

The parties agreed that this settlement results in the end of all matters related to this tenancy and that no further application by either party will be considered.

The parties understood that orders would be issued in support of the settled agreement.

Opportunity to settle dispute

63 (1) *The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*

(2) *If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.*

Therefore, pursuant to section 44(f) of the Act I find that this tenancy ended effective June 30, 2015.

I find, pursuant to section 38(1) of the Act that the tenant is entitled to return of \$280.00 as the balance of the security deposit.

I find, pursuant to section 67 of the Act, that the landlord is entitled to retain \$97.50 of the security deposit.

Based on the mutually settled agreement I grant the tenant a monetary Order in the sum of \$280.00. In the event that the landlord does not comply with this Order, it may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court.

I find, pursuant to section 62(3) of the Act that all matters pertaining to this tenancy are fully and finally settled.

This settled agreement and decision is final and binding on the parties and 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: July 30, 2015

Residential Tenancy Branch

