



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MEICOR PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was scheduled to deal with a landlord's application for a Monetary Order for damage to the rental unit; damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the tenant's security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

At the commencement of the hearing, I determined that the landlord's monetary claims against the tenant were limited to the amount of the tenant's security deposit.

Issue(s) to be Decided

Is the landlord entitled to retain the tenant's security deposit?

Background and Evidence

The tenancy commenced June 1, 2012 and ended December 31, 2014. The landlord collected a security deposit of \$375.00.

The landlord submitted that it suffered damages and loss slightly greater than the tenant's security deposit and by way of this Application the landlord seeks authorization to retain the security deposit in full satisfaction of its losses.

The tenant responded by stating that she was not responsible for all of the damage included in the landlord's submissions but that she consents to the landlord retaining her security deposit in full and final satisfaction of any and all claims against her. The landlord confirmed that the landlord shall not pursue the tenant for any other claims.

Analysis

Based upon the mutual agreement reached during the hearing, I authorize the landlord to retain the tenant's security deposit in full and final settlement of any and all claims the landlord may have against the tenant.

Conclusion

The landlord has been authorized to retain the tenant's security deposit in full and final satisfaction of any claims against the tenant.

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: August 06, 2015

Residential Tenancy Branch

