



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Prudential United Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This was a hearing with respect to applications by the landlord and by the tenant. The hearing was conducted by conference call. The landlord's agent and the tenant called in and participated in the hearing.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and an order to retain all or part of the security deposit?

Is the tenant entitled to a monetary award for the return of his security deposit including double the amount of the deposit?

Background and Evidence

The rental unit is a house in Vancouver. The tenancy proceeded by a succession of fixed term agreements. The tenancy was to end on February 28, 2015 at the end of the latest fixed term because the rental property was sold by the owner and the sale was to complete soon after the end of the tenancy.

The tenant moved out after the end of the fixed term. On April 10, 2015 he applied for the return of his security deposit, including double the amount. The landlord concurrently applied for a monetary award for occupation rent for the period of time after the tenancy ended that the tenant overheld by failing to return vacant possession to the landlord.

At the hearing the parties were given an opportunity to discuss the prospects of a settlement of their respective claims

Analysis

The landlord and the tenant arrived at an agreement with respect to the claims in their applications. They agreed that the landlord would be permitted to retain one half of the tenant's \$1,450.00 security deposit in full and final satisfaction of all claims arising out of the tenancy and the tenant agreed to accept payment of the balance of the deposit in full and final satisfaction of all claims that he may have arising out of the tenancy or its termination.

Conclusion

Based on the agreement of the parties I order that the landlord retain the sum of \$725.00 from the security deposit that it holds and I grant the tenant an order under section 67 for the balance of the deposit in the amount of \$725.00. This order may be registered in the Small Claims Court and enforced as an order of that court. Because this matter has been settled by agreement I make no order for the recovery of filing fees with respect to either application.

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: September 16, 2015

Residential Tenancy Branch