



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*MNR, MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with an application by the landlord for a monetary order for loss of income, liquidated damages, unpaid utilities and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his monetary claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

### **Issues to be Decided**

Is the landlord entitled to retain the security deposit in satisfaction of his claim?

### **Background and Evidence**

Both parties agreed that the tenancy started in June 2015 for a fixed term of one year. The monthly rent was \$975.00 due on the first of each month and did not include utilities. Prior to moving in, the tenant paid a security deposit of \$487.50.

On November 19, 2015, the tenant gave the landlord notice to end the tenancy effective November 30, 2015 and moved out on that day. The landlord made this application in a timely manner.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to keep the security deposit of \$487.50 in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the deposit of \$487.50 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars are binding and comprise full and final settlement of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I order the landlord to retain the deposit of \$487.50 in full settlement of his claim.

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 30, 2016

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Residential Tenancy Branch