



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      MNSD

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of the security deposit and the pet deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. Both parties gave affirmed testimony

### **Issues to be Decided**

Is the tenant entitled to the return of the security and pet deposits?

### **Background and Evidence**

The tenant viewed the rental unit on February 22, 2015 and paid deposits totaling \$900.00 for a tenancy that was due to start on March 01, 2015. A move in inspection report was completed and signed by the tenant. A week later the tenant informed the landlord that he would not be moving into the rental unit for reasons such as mould, leaks and rodents.

During this discussion, 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 dispute resolution proceedings, 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 retain the entire security deposit and pet deposit in the total amount of \$900.00, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security and pet deposits in the amount of \$900.00, in full and final settlement of all claims against the tenant and also agreed to waive his right to pursue claims against the tenant for the loss of income he suffered.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I order the landlord to retain the security and pet deposits in the total amount of \$900.00.

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: July 06, 2016

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Residential Tenancy Branch