



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Landmark Realty Mission Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MND, MNDC, MNSD, FF

Introduction

This was a hearing with respect to the landlord's application for a monetary award and for an order to retain the security deposit. The hearing was conducted by conference call. The landlord's representative and the tenant called in and participated in the hearing. The parties exchanged documentary evidence and provided copies to the Residential Tenancy Branch.

Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?
Is the landlord entitled to retain all or part of the security deposit?

Background and Evidence

The rental unit is the upper portion of a house in Mission. The tenancy began on October 1, 2015. The monthly rent was \$1,550.00 and the tenant paid a security deposit of \$750.00 at the start of the tenancy.

The tenancy ended and the tenants moved out in January, 2016. The tenant was given a one month Notice to End Tenancy effective January 31, 2016. He chose not to dispute the Notice and moved out on January 15, 2016.

The landlord is a property management company employed by the owner of the property. The tenancy agreement was made between the tenant and the owner of the rental unit. In this application the landlord has claimed for unpaid rent for January in the amount of \$1,550.00 and for additional amounts for painting, cleaning and disposal costs.

The tenant testified at the hearing about the significant problems with the rental unit and the failure of the owner to perform repairs that were promised at the outset of the

tenancy. He said that the tenancy was so intolerable that he and his wife chose to move out rather than dispute the Notice to End Tenancy.

During the hearing, at the request of the landlord's representative, the parties were given an opportunity to discuss a settlement and resolution of the landlord's claims in this proceeding and of all matters relating to the tenancy.

During the hearing the parties arrived at a settlement agreement.

Decision and settlement agreement

During the hearing the landlord agreed to accept the security deposit of \$750.00 that it now holds, in full and final satisfaction of any and all claims arising out of the tenancy agreement, including claims for unpaid rent, cleaning or repairs.

The tenant agreed that the landlord will retain the security deposit in satisfaction of its claim in this proceeding and he agreed that as part of this settlement agreement he will abandon any claims that he can or may have arising out of the tenancy, including any claims for damages or for loss of quiet enjoyment of the rental unit.

Conclusion

Pursuant to the agreement of the parties I order that the landlord retain the security deposit of \$750.00 in full and final satisfaction of all claims by the landlord in this proceeding; apart from retention of the security deposit, all other claims by the landlord are dismissed without leave to reapply.

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 15, 2016

Residential Tenancy Branch