



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

**MNDC, MNSD, FF**

### Introduction

This hearing was scheduled in response to the landlord's Application for Dispute Resolution, in which the landlord has requested compensation for damage or loss under the Act, to retain the security deposit and to recover the filing fee from the tenant for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

### Issue(s) to be Decided

Is the landlord entitled to compensation for damage or loss in the sum of \$1,939.54?

May the landlord retain the security deposit?

### Mutually Settled Agreement

The parties agreed that an eight month fixed-term tenancy commenced on May 1, 2016. The tenant gave notice and vacated on May 22, 2016. The landlord is holding a security deposit in the sum of \$450.00 plus a \$100.00 paid toward June 2016 rent.

At the conclusion of the hearing parties reached a mutually settled agreement as follows:

- The landlord will retain \$350.00 of \$550.00 currently held by the landlord;
- The landlord will complete an e-transfer in the sum of \$200.00 to the tenants' agent;
- That the e-transfer of the funds will fully settle the landlords' claim; and
- That all matters related to this tenancy are settled, in full.

The parties understood that the agreement would be supported by orders.

Section 63 of the Act provides:

***Opportunity to settle dispute***

- 63** (1) *The director may assist the parties, or offer the parties an opportunity, to settle their dispute.*
- (2) *If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.*

Therefore, I find and Order that the landlord will return \$200.00 to the tenant, forthwith, via e-transfer to the agents'; email address provided during the hearing.

Based on these determinations I grant the tenant a monetary order in the sum of \$200.00. In the event that the landlord does not comply with the mutually settled agreement this order may be served on the landlord, filed with the Province of British Columbia Small Claims Court and enforced as an order of that Court.

I find and order that the landlord is entitled to retain \$350.00 of the funds currently held by the landlord.

I find and order that this mutually settled agreement settles all matters related to this tenancy.

Conclusion

The landlord is entitled to retain \$350.00.

The landlord will return \$200.00 to the tenant.

By mutual agreement and order, all matters related to this tenancy are fully settled.

This decision and mutually settled agreement is final and binding and 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: November 21, 2016

---

Residential Tenancy Branch