



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

CNC, CNR, CNL, MNDC, MNSD, FF, O

Introduction

On December 13, 2016 the tenant applied to cancel a one month Notice ending tenancy for cause, a 10 day Notice to end tenancy for unpaid rent, a two month Notice to end tenancy for landlords' use of the property, compensation for damage or loss under the Act, return of 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 and were affirmed. At the start of the hearing I introduced myself and the participants. The hearing process was explained. Evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. The parties were able to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matters

The tenant said that there is no longer any need to dispute Notices to end tenancy as the tenant vacated on December 31, 2016. It was confirmed that a two month Notice to end tenancy for landlords' use of the property was not issued to the tenant.

Page 56 to 77 of the landlords' evidence submission was before the tenant and landlord. The landlord submitted that evidence but it was not before me. I determined the hearing would proceed with the landlord providing oral testimony. If required those pages would be requested by resubmission.

The landlord stated that he received the tenants' forwarding address on January 4, 2016. The tenant agreed the address was sent via email, the day prior. On January 16, 2017 the landlord submitted an on-line application for dispute resolution, claiming against the security deposit, compensation for unpaid December 2016 rent and filing fee costs (see cover for file reference number.)

The process of joining applications was explained to the parties. It was also explained that a portion of the tenants' application could be heard but a portion could be joined with the landlords' application. I determined that the tenants' claim requesting return of the security deposit was premature as the application was made prior to the end of the tenancy.

The tenant agreed that the landlords' claim could be heard as part of the tenants' hearing. The landlord said he was able to proceed with the evidence that was before the parties. The landlord agreed to withdraw/cancel the upcoming hearing that has yet to be scheduled and to proceed with his claim today.

Mutually Settled Agreement

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

- The landlord will retain the security deposit in the sum of \$700.00; and
- All matters related to this tenancy are now fully settled; and
- No further claim made by either party will proceed or succeed.

Section 63(2) 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, in support of the mutually settled agreement I find that the landlord is entitled to retain the security deposit in the sum of \$700.00. I find that the tenants' application is fully settled. I find that all matters related to this tenancy are now settled in full and that any further application made by either party may not proceed.

Conclusion

All matters related to this tenancy are fully settled.

The landlord is entitled to retain the security deposit.

This decision 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: January 19, 2017

Residential Tenancy Branch