



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding BURNABY LOUGHEED LIONS SOCIETY  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Introduction:**

Both parties attended and gave sworn testimony. The landlord's representative (hereinafter called 'the landlord') said they served the Application for Dispute Resolution personally on the tenant on November 3, 2016 and the tenant agreed she got it. I find that the tenant is served with the Application according to section 89 of the Act. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 7, 46 and 67 for damages;
- b) To retain the security deposit to offset the amount owing; and
- c) An order to recover the filing fee pursuant to Section 72.

### **Issue(s) to be Decided:**

Has the landlord has proved on a balance of probabilities that the tenant damaged the property, that it was beyond reasonable wear and tear and the cost of repair? Is the landlord entitled to recover the filing fee?

### **Background and Evidence:**

Both parties attended and were given opportunity to be heard, to present evidence and to make submissions. The landlord stated that the tenancy commenced in October 2000, rent as subsidized was \$674 as of September 2016. A security deposit of \$488 was paid October 1, 2000. The parties had a prior hearing where it was determined that due to a fire caused by the tenant's son, the unit sustained damage and the tenant had to vacate. Many of the tenant's belongings were left behind and the tenant said the firemen had trashed them. She understood that the Restoration Company would be looking after her belongings.

The landlord said that they had to take away two truckloads and the labour took about one and a half days. However, he did not get the invoices and is prepared to settle for the retention of the security deposit to satisfy the amounts owing.

The tenant said she thought it was going to be returned to her but she is prepared to settle all claims for this tenancy for just the retention of the security deposit. The parties freely and voluntarily agreed to settle on the following terms and conditions:

**Settlement Agreement:**

- 1. The landlord and tenant agree that the landlord will retain the tenant's security deposit of \$488 plus any interest (\$35.08) and will receive a monetary order for the filing fee of \$100 only.**
- 2. This agreement settles all matters between the parties in respect to this tenancy.**

On the basis of the documentary and solemnly sworn evidence, a decision has been reached.

**Analysis and Conclusion:**

Pursuant to the above noted settlement agreement, I find the landlord entitled to retain the security deposit of \$488 plus interest of \$35.08 in full settlement of all claims against the tenant in respect to this tenancy. I find the landlord also entitled to recover the filing fee.

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: May 09, 2017

---

Residential Tenancy Branch