



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL -S; MNRL -S; FFL

Introduction

This hearing was scheduled to deal with a landlord's application for compensation for damages or loss under the Act, regulations or tenancy agreement; unpaid rent; and, authorization to retain the tenant's security deposit. Both parties appeared or were represented at the hearing and had the opportunity to make relevant submissions and to respond to the submissions of the other party pursuant to the Rules of Procedure.

I explained the hearing process to the parties and permitted the parties to ask questions. The parties were affirmed.

Shortly after I started to hear from the landlord, the landlord withdrew her claim for damages or loss related to items left behind since they were later picked up by the tenant's nephew. We turned to the landlord's second claim which was a claim for unpaid rent. Although there was a breach on part of the tenant giving sufficient notice to end tenancy, the landlord did not suffer any loss of rent. After informing the landlord of the criteria for establishing a claim for compensation, she withdrew her claim.

Settlement

As for the security deposit, the landlord stated the tenant had authorized her to keep it but in light of the fact she did not suffer losses due to a breach by the tenant and she stated she was willing to return it to the tenant. The tenant was agreeable to the return of the security deposit. Both parties confirmed the amount of the security deposit was \$550.00.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the agreement reached by the parties during this hearing and I make their agreement an Order of mine to be binding upon both parties.

In keeping with the parties' agreement, I order the security deposit of \$550.00 be returned to the tenant and I provide the tenant with a Monetary Order in the amount of \$550.00.

Conclusion

The landlord withdrew her claims against the tenant.

Based on an agreement between the parties that I have made binding, the landlord shall repay the security deposit to the tenant. The tenant is provided a Monetary Order in the amount of \$550.00 to ensure payment is made.

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: January 28, 2020

Residential Tenancy Branch