



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL-S, LRSD, FFL

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities, an order permitting the landlord to keep all or part of the security deposit or pet damage deposit, and to recover the filing fee from the tenant for the cost of the application.

The parties both attended the hearing, and I found that the tenant has been served with the Notice of Dispute Resolution Proceeding in accordance with the *Residential Tenancy Act*.

The parties agree that the landlord collected a security deposit from the tenant in the amount of \$900.00 on June 10, 2023 and a pet damage deposit of \$900.00 on June 20, 2023. The tenancy began on July 1, 2023 and the tenant vacated the rental unit on July 7, 2024. Rent was due on the 1st day of each month, and the landlord claims 1 week of rent totaling \$455.00 and \$54.00 for hydro bills. The landlord returned the sum of \$1,290.00 to the tenant.

The tenant agrees that the landlord should retain the amount that the landlord currently has, and does not dispute the landlord's claim.

Therefore, I order that the landlord be permitted to keep the \$510.00 that the landlord has retained in full satisfaction of the landlord's claim for unpaid rent and utilities.

Since the parties have settled this dispute, I decline to order that the landlord recover the filing fee from the tenant.

Conclusion

For the reasons set out above, and by consent, I hereby order that the landlord may keep the \$510.00 of the security deposit that the landlord has retained, in full satisfaction of the landlord's claim for unpaid rent and utilities.

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: August 29, 2024

Residential Tenancy Branch