



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards  
Ministry of Housing and Social Development

## **DECISION AND REASONS**

Dispute Codes: *MNSD, FF*

### Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for an order for the return of all of the security deposit and an order to recover the filing fee for the cost of this application.

### Issue(s) to be Decided

Is the tenant entitled to the return of all of his security deposit and to the recovery of his filing fee?

### Background and Evidence

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. On the basis of the solemnly affirmed evidence presented at the hearing, a decision has been reached.

The tenant viewed the rental unit on September 24, 2008 and paid a total of \$1100.00 towards rent for October and a security deposit. On September 28, 2008, he decided not to rent the unit and attempted to contact the landlord to let her know. She stated that she was out of town and returned to find the suite empty and messages from the tenant, on her answering machine. The landlord agreed to return the security deposit and advised the tenant that she would return October's rent if she found a tenant. The landlord advertised and a new tenant moved in on October 15, 2008. The landlord stated that she had incurred expenses to advertise and change the locks as the tenant did not return the keys to her.

During the hearing the landlord offered to return \$220.00 to the tenant and he accepted the offer. An agreement was reached between the landlord and tenant for the following terms.

- The landlord will return \$220.00 to the tenant and the tenant will accept this amount in full satisfaction of his claim.
- The landlord and tenant agree that these terms are binding upon both parties.

### Analysis

Section 16 of the *Residential Tenancy Act*, states that the rights and obligations of a landlord and tenant take effect from the date the tenancy agreement is entered into, whether or not the tenant ever occupies the rental unit. The tenant gave the landlord one months rent in lieu of notice to end tenancy and the landlord was able to find a renter for the latter part of the month. The landlord offered to return the rent for half a month, after deducting costs that she had incurred and the tenant accepted the offer.

### Conclusion

I grant the tenant an order under section 67 for the amount of **\$220.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Dated December 03, 2008.

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Dispute Resolution Officer