



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid rent and authorization to retain the security deposit and/or pet deposit. Both parties appeared at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

During the hearing the parties reached a settlement agreement that I have recorded in this decision.

### Issue(s) to be Decided

What are the terms of the settlement agreement?

### Background and Evidence

It was agreed that the monthly rent was \$875.00 and the tenant paid a \$437.50 security deposit. The tenant did not pay a pet deposit. The tenancy ended at the end of October 2011. The landlord applied to recover loss of rent for the month of November 2011.

After both parties had the opportunity to be heard, the parties mutually agreed to settle this dispute. It was agreed that the landlord shall retain the tenant's security deposit in full satisfaction any damages or loss incurred by the landlord with respect to this tenancy.

### Analysis

Based upon the mutual agreement reached between the parties, I authorize the landlord to retain the tenant's security deposit in full satisfaction of any losses incurred by the landlord with respect to this tenancy.

Conclusion

This dispute was resolved by a settlement agreement. The landlord is authorized to retain the tenant's security deposit in full satisfaction of the landlord's losses.

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 26, 2012.

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Residential Tenancy Branch