

Decision

Dispute Codes: MNR, MNDC, LAT, FF

Introduction

This hearing dealt with an application by the tenant for a monetary order as compensation for the cost of emergency repairs, compensation for damage or loss under the Act, regulation or tenancy agreement, authorization to change the locks on the unit, and recovery of the filing fee. Both parties participated in the hearing and gave affirmed testimony.

Issues to be decided

- Whether the tenant is entitled to any or all of the above under the Act, regulation or tenancy agreement

Background and Evidence

Pursuant to a written tenancy agreement, a copy of which is not in evidence, the month-to-month tenancy began on or about February 18, 2009. Rent in the amount of \$595.00 was payable in advance on the first day of each month. A security deposit of \$290.00 was collected at the outset of tenancy.

By way of their signatures on a "Mutual Agreement to End a Tenancy" form, the tenancy ended effective April 1, 2010. Arising from a settlement reached between the parties prior to the hearing, the landlord agreed to pay the tenant \$445.00 when tenancy ended. By way of receipt dated April 1, 2010, the tenant acknowledged receipt of these funds.

Matters in dispute include but are not limited to, the precise amount of funds paid to the tenant by the landlord at the end of tenancy, the authenticity of the receipt issued by the landlord, the disposition of the tenant's possessions which currently still remain in the unit, and so on.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute and undertook to achieve a resolution.

Analysis

Section 63 of the Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows:

- that the tenant withdraws the aspect of her claim which concerns the amount of funds paid to her by the landlord and the authenticity of the receipt;
- that the tenant waives her claim to any and all of her possessions which presently still remain in the unit;
- that the tenant authorizes the landlord to use his discretion to dispose of any and all of her possessions which presently still remain in the unit;
- that the landlord agrees not to seek compensation from the tenant for any and all costs arising from the tenancy, including but not limited to the disposal of the tenant's possessions and any cleaning or repairs required in the unit;
- that the above particulars comprise full and final settlement of all issues in dispute which arise out of this tenancy for both parties.

As the tenant's filing fee was waived, her application to recover same is dismissed.

Conclusion

I hereby find that the parties have settled their dispute pursuant to section 63 of the Act, as above.

DATE: April 12, 2010

Dispute Resolution Officer

