

## **DECISION**

### **Dispute Codes:**

*OPR, MNR, FF*

### **Introduction**

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant moved out of the rental unit on June 01, 2010. Therefore, the landlord's application for an order of possession is no longer relevant and accordingly dismissed.

### **Issues to be Decided**

Does the tenant owe rent? Is the landlord entitled to the filing fee?

### **Background and Evidence**

The tenancy started on May 14, 2010 and the tenant paid a security deposit of \$365.00. The tenant moved out on June 01, 2010. The tenant agreed that he owed the landlord \$365.00 for rent for May. The tenant requested the landlord to keep the security deposit as rent, but the landlord refused. The landlord stated that there was damage to the unit and he wanted to use the security deposit towards the cost of repairs.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to pay \$365.00 for rent for May and \$180.00 towards the cost of repairs. The tenant also agreed to allow the landlord to keep the security deposit in partial satisfaction of total amount that the tenant has agreed to pay the landlord.
2. The landlord agreed to accept \$180.00 toward the cost of repairs.
3. The landlord agreed to refrain from making any future claims against the tenant for the cost of repairs to the rental unit.
4. The tenant agreed to refrain from making any future claims against the landlord for the return of the security deposit and other claims.

The parties agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application.

I order that the landlord retain the security deposit of \$365.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$180.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

### **Conclusion**

Pursuant to the above agreement, I grant the landlord a monetary order in the amount of **\$180.00**.

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: July 13, 2010.

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Dispute Resolution Officer