



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of the security deposit, for compensation for inadequate repairs and to recover the filing fee. Both parties attended and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the tenant met the tenant's burden of proof that the landlord's violated the *Act* or tenancy agreement with regard to repairs and the return of the security deposit? Is the tenant entitled to compensation and the filing fee?

Background and Evidence

The tenancy started on April 19, 2008 and ended on November 27, 2009. On September 08, 2009, the tenant reported a leak. The landlord attended to the matter in a timely manner initially. The tenant stated that delays and inadequate repairs resulted in his decision to move. The tenant failed to pay rent for November 2009 and also did not give the landlord proper notice to end the tenancy. Both parties have a monetary claim against each other.

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 dispute resolution proceedings, the settlement may be recorded in the form of a decision and/or an order.

During this hearing, the parties reached an agreement to settle their dispute.

Specifically, it was agreed as follows:

1. The tenant agreed to withdraw his claim for a monetary order and agreed to pay the landlord \$380.00 in full settlement of the landlord's claim against him.
2. The landlord agreed to accept \$380.00 from the tenant in full settlement of his claim against the tenant. The landlord agreed to notify the collections agency to stop pursuing the tenant for a monetary payment.
3. Both parties agreed not to file any further claims against each other.
4. The tenant agreed to pay the landlord \$380.00 on or before September 10, 2010.
5. Both parties agreed that these particulars comprise the full and final settlement of all aspects of the dispute at this address, for both parties.

Conclusion

The landlord and tenant have reached an agreement with regard to all claims pertaining to this rental unit. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application. The tenant will pay the landlord \$380.00, which will conclude all aspects of this dispute for both parties.

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 25, 2010.

Dispute Resolution Officer