



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MNDC, OLC, FF.*

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for the loss of income that she incurred due to the inadequate notice to end tenancy served on her by the tenant and for the filing fee. The tenant applied for a monetary order for compensation and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to a monetary order for loss of income? Is the tenant entitled to compensation for the conditions of the rental unit that she alleges posed a risk to her health and safety?

Background and Evidence

The tenancy started on March 22, 2007 and prior to moving in the tenant paid a security deposit of \$330.00. On September 09, 2010, the tenant gave the landlord notice to end tenancy effective September 30, 2009. The tenant stated that the landlord failed to maintain the unit in a satisfactory condition and therefore she had to move at short notice in the interest of her health and safety.

The landlord stated that she attempted to mitigate her losses by advertising the availability of the rental unit and had eight showings. However, the unit remains vacant for the month of October 2010. The landlord is claiming loss of income for this month. The claims of both parties were discussed at length. 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 allow the landlord to keep the security deposit plus accrued interest, towards the landlord's claim.
2. The tenant agreed to pay the landlord an additional sum of \$100.00 towards the landlord's claim.
3. The landlord agreed to accept the security deposit plus accrued interest and an additional \$100.00 from the tenant as full payment towards her claim.

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, each party must bear the cost of filing their own application.

Conclusion

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$100.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: October 20, 2010.

Dispute Resolution Officer