



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MND, MNR, MNDC, MNSD, 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 cost of cleaning, replacing a lock, unpaid rent and for the recovery of the filing fee. The tenant applied for the return of the security deposit, compensation pursuant to the notice to end tenancy for landlord's use of property 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 to recover the cost of cleaning, replacing a lock, unpaid rent and the filing fee? Is the tenant entitled to the return of the security deposit, compensation and the filing fee?

Background and Evidence

The tenancy started on October 01, 2006. The monthly rent was \$700.00. On November 13, 2009, the landlord served the tenant with a two month notice to move out for landlord use of property. The tenant did not pay rent for the last month of the tenancy and moved out January 01, 2010.

Both parties' claims 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 landlord offered to pay the tenant \$700.00 in full settlement of her claim against him.
2. The tenant agreed to accept \$700.00 in full settlement of her claim against the landlord.
3. The landlord agreed to drop his claim against the tenant upon her acceptance of his offer of \$700.00.

Both 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 tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$700.00**. 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 26, 2010.

Dispute Resolution Officer