



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes: *MNSD, MNR, MNDC, FF*

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income for the month of July and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for loss of income? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started on November 01, 2009 for a fixed term of one year ending on October 31, 2010. The rent was \$800.00, did not include utilities and was due in advance on the first day of each month. The tenant paid a security deposit in the amount of \$400.00.

The tenant gave the landlord adequate notice to end the tenancy prior to the end date of the fixed term. The landlord found a new tenant with the assistance of the tenant, but the unit was vacant for one month between tenancies.

The claims made by the landlord 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 agreed to pay \$200.00 to the tenant in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$200.00 in full and final settlement of his claims against the landlord. The tenant agreed to allow the landlord to keep the balance of the security deposit.
3. Both parties agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

Conclusion

Pursuant to the above agreement, I order the landlord to return \$200.00 to the tenant within fifteen days of receiving this decision.

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

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: December 01, 2010.

Dispute Resolution Officer