



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing and Social Development

DECISION

Dispute Codes:

MNR, MNSD, MND

Introduction

This hearing was scheduled in response to the Landlord's Application for Dispute Resolution, in which the Landlord has made application for a monetary Order for unpaid rent and utilities; a monetary Order for damage to the rental unit; and to retain all or part of the security deposit.

Both parties were represented at the hearing. They were provided with the opportunity to submit documentary evidence prior to this hearing, to present relevant oral evidence, to ask relevant questions, and to make relevant submissions to me.

Issue(s) to be Decided

The issues to be decided are whether the Landlord is entitled to a monetary Order for rent and utilities owed, a monetary Order for damage to the rental unit; and to keep all or part of the security deposit; pursuant to sections 38 and 67 of the *Residential Tenancy Act (Act)*.

The Landlord is seeking compensation in the amount of \$1,050.00, although it is unclear from the information on the Application for Dispute Resolution how much of this claim was for unpaid rent and how much was for damage to the rental unit. It is clear that the Landlord is claiming \$127.94 in unpaid utilities.

Background and Evidence

The Landlord and the Tenant agree that this was a fixed term tenancy that began on May 01, 2010 and was scheduled to end on November 30, 2010; that the Tenant was required to pay monthly rent of \$1,000.00 on the first day of each month; that the Tenant paid a security deposit of \$500.00 and a pet damage deposit of \$500.00; and that the tenancy ended on June 30, 2010 or July 01, 2010.

After considerable discussion about whether the Landlord properly informed the Tenant that the Landlord was seeking compensation for loss of revenue; whether the Landlord provided the Tenant with sufficient details about the costs of damages to the rental unit;

and whether the Landlord is entitled to compensation for the water, sewer, and garbage disposal fees, the parties agreed to settle this dispute.

The Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

- The Landlord will send the Tenant a certified cheque, in the amount of \$500.00, which represents a partial return of her security/pet damage deposit by December 11, 2010
- The cheque will be mailed to the Tenant's service address on this Application for Dispute Resolution
- The Tenant authorizes the Landlord to keep the remaining \$500.00 of her security/pet damage
- The Tenant will not attempt to contact either Landlord unless she fails to receive the \$500.00 payment by December 14, 2010,
- The Tenant accepts that this settlement agreement resolves all disputes in relation to this tenancy and that the Tenant will not seek compensation for damages arising from this tenancy.
- The Landlord accepts that this settlement agreement resolves all disputes in relation to this tenancy and that the Landlord will not seek further compensation for damages arising from this tenancy.

Conclusion

On the basis of the settlement agreement reached at the hearing, I grant the Tenant a monetary Order for the amount of \$500.00. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia 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: December 06, 2010.

Dispute Resolution Officer