



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes

ERP, RP, MNDC, MNSD

Introduction

This hearing dealt with the tenants' amended application for emergency repairs, repairs, monetary compensation for damage or loss under Act, regulations or tenancy agreement and return of the security deposit. Both parties were represented at the hearing and were provided the opportunity to make submissions, in writing and orally, and to respond to the submissions of the other party.

The landlord's agent raised issues concerning the amendment of the tenants' application; however, the agent was prepared to proceed with the amended application if he were granted the opportunity to provide oral testimony in place of documentary evidence with respect to bronchitis. The tenants did not object to this request and the hearing proceeded.

At the beginning of the hearing I determined the tenants have vacated the rental unit and Orders for repairs or emergency repairs are no longer required. Accordingly, the remainder of this decision pertains to the tenants' monetary claims.

Issue(s) to be Decided

1. Have the tenants established an entitlement to compensation from the landlord for damage or loss under the Act, regulations or tenancy agreement?
2. Are the tenants entitled to return of their security deposit?
3. Can the parties reach a mutual agreement to resolve this dispute?

Background and Evidence

I was provided undisputed evidence as follows. The one year fixed term tenancy commenced in May 2010 and the tenants paid a \$450.00 security deposit. The tenants are required to pay rent of \$900.00 per month. The tenants did not pay rent for the months of November or December 2010 and vacated the rental unit on December 20, 2010.

In making the amended application, the tenants requested compensation of \$7,915.00 for damage or loss under the Act, regulations or tenancy agreement with respect to mould in the rental unit. Upon hearing a considerable amount of evidence and

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submissions from both parties during the hearing, the parties were able to reach a mutual agreement that I record as follows:

As final settlement of this dispute and the tenants' monetary claims against the landlord, the landlord shall not pursue or make any future claims against the tenants for any damages or loss related to this tenancy; and, the landlord shall retain the security deposit.

Analysis

I accept and order that the mutual agreement reached between the parties and recorded by way of this decision is final and binding upon both parties. The tenants' application for dispute resolution is now considered resolved and the landlord is now precluded from making any future application against the tenants with respect to this tenancy. The landlord is also authorized to retain the tenants' security deposit in recognition of the mutual agreement.

Conclusion

This dispute has been resolved by mutual agreement. In satisfaction of the tenants' monetary claims against the landlord, the landlord shall not make any future claims against the tenants with respect to damages or loss related to this tenancy. The landlord is authorized to retain the tenants' security deposit as part of the mutual agreement.

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: January 04, 2011.

Residential Tenancy Branch