



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Public Safety and Solicitor General

DECISION

Dispute Codes MND, MNR MNSD, MNDC, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover his filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present evidence and to make submissions. The parties agreed that the landlord sent and the tenant received a copy of the landlord's dispute resolution hearing package in October 2010. I am satisfied that the landlord served this package to the tenant in accordance with the *Act*.

Issues(s) to be Decided

Is the landlord entitled to a monetary award for damage or loss resulting from this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover his filing fee for this application from the tenant?

Background and Evidence

The tenant moved into this rental unit on May 21, 2005 and vacated the premises on or about December 2, 2008. Monthly rent by the end of this tenancy was set at \$405.00 plus utilities. The landlord continues to hold the tenant's \$190.00 security deposit plus interest paid on or about July 1, 2005.

The landlord applied for a monetary award of \$2,909.80 for unpaid or lost rent from November and December 2008, unpaid utilities, and costs of painting, carpet cleaning, replacing damaged carpet and trim, plus removing materials from the rental unit. The

parties agreed that the tenant did pay \$400.00 towards the unpaid rent, which the landlord asked to have deducted from the amount of his application for a monetary award.

Analysis

The parties confirmed having received one another's evidence packages. I told them that I had received the landlord's evidence package. However, I agreed to assist the parties in settling their dispute in accordance with section 63 of the *Act*. I did so because the parties expressed an interest in discussing the issues in dispute between them. During the hearing, the parties were able to turn their minds to a compromise. They agreed to settle all of the issues in dispute between them on the following terms.

1. The parties agreed that the landlord shall retain the tenant's \$190.00 security deposit.
2. The parties agreed that the tenant will pay the landlord a monetary award of \$885.81, in order to resolve all outstanding financial matters in dispute arising out of this tenancy

These particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$885.81. I deliver this Order to the landlord in support of the above agreement for use in the event that the tenant does not abide by the terms of the above settlement. As per the parties' agreement, I allow the landlord to retain the tenant's security deposit.

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*.