



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *OPR, MNR, MNSD, MNDC, CNR, ERP, RP, RR, FF*

Introduction.

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for an order of possession and for a monetary order for unpaid rent and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

The tenant applied for orders to set aside the notice to end tenancy, to direct the landlord to carry out repairs, for compensation and a rent reduction. The tenant also applied for the return of the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Prior to the hearing, the landlord informed the Residential Tenancy Branch that the tenant has moved out. Therefore this hearing only dealt with the applications of both parties for monetary orders.

Issues to be decided

Is the landlord entitled to a monetary for unpaid rent? Is the tenant entitled to compensation for problems associated with the tenancy?

Background and Evidence

The tenancy started on October 20, 2010 and ended on May 20, 2011. Prior to moving in, the tenant paid a security deposit of \$365.00.

The details of the dispute were discussed and during this discussion 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 dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute. Specifically, both parties agreed to the following:

- The tenant agreed to allow the landlord to retain the security deposit in full and final settlement of all claims against the landlord.
- The landlord agreed to accept the security deposit in full settlement of unpaid rent and all other claims against the tenant.
- Both parties stated that they understood and agreed that the above terms comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

The parties have reached a mutual agreement. The landlord will retain the security deposit. As this dispute was resolved by mutual agreement and not based on the merits of the case, both parties must bear the cost of filing their own 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: June 08, 2011.

Residential Tenancy Branch