



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction.**

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order to recover the cost of the removal of the tenant's personal items, a utility bill and for the filing fee. The landlord also applied to retain the security deposit in satisfaction of his claim.

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

At the start of the hearing, the tenant stated that he was not served with a copy of the landlord's application and evidence. On February 28, 2011, the tenant had given the landlord his forwarding address in writing. I consider the tenant served with the hearing package as the landlord provided evidence of having mailed the package by registered mail to the address provided by the tenant in writing.

### **Issues to be decided**

Is the landlord entitled to a monetary order?

### **Background and Evidence**

The tenancy ended on October 31, 2010 as a result of a chimney fire which destroyed the home to the point of being inhabitable. The parties met and were in touch several times over the next few months but were unable to come to an agreement about the return of the security deposit and the cleanup of the items left behind by the tenant. Prior to moving in the tenant had paid a security deposit of \$875.00.

The landlord's claim was 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 tenant agreed to pay to the landlord \$85.00 for the utility bill and \$50.00 for the filing fee for a total of \$135.00. A monetary order will be granted to the landlord for this amount.
2. The tenant agreed to allow the landlord to retain the security deposit of \$875.00 in full and final satisfaction of his monetary claim against the landlord.
3. The landlord agreed to accept \$875.00 from the tenant in full and final settlement of all claims against the tenant.
4. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement of all aspects** of the dispute at this address.

### **Conclusion**

Pursuant to the above agreement, the landlord may retain the security deposit and I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$135.00**. This order may be filed in the 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: June 28, 2011.

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Residential Tenancy Branch