



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND, MNR, MNSD, FF

### **Introduction**

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the costs of repair to the rental unit, for loss of income and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

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

### **Issues to be decided**

Has the landlord established a claim for some or all of the above? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

### **Background and Evidence**

The tenancy started on July 01, 2007 and ended on October 01, 2009. Prior to moving in, the tenant paid a security deposit in the amount of \$432.50.

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 allow the landlord to retain the security deposit of \$432.50.
2. The tenant agreed to pay an additional amount of \$1,000.00 in instalments to the landlord in full and final settlement of all claims against the landlord.
3. The landlord agreed to retain the security deposit of \$432.50 and accept \$1,000.00 in full settlement of all monetary claims against the tenant.
4. The landlord will be granted a monetary order in the amount of \$1,000.00.
5. Payments will be made by the tenant in instalments of \$10.00 starting August 01, 2011 and paid on the first of each month for the next consecutive 12 months.
6. Starting August 01, 2012, the tenant will pay in instalments of \$50.00 on the first of each month until the amount of \$1,000.00 is fully paid.
7. Both parties agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

### **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 **\$1,000.00**. 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: July 22, 2011.

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Residential Tenancy Branch