



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MND, MNDC, MNR, FF.

Introduction.

This hearing dealt with an application by the landlord, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid rent, the cost to replace a door, for cleaning and for the recovery of the filing fee.

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

On June 21, 2011, a hearing was conducted to resolve a dispute between these two parties. The tenant had applied for the return of double her security deposit. The Dispute Resolution Officer granted the tenant a monetary order in the amount of \$1,750.00 which represented the total of double the security and pet deposits.

Issues to be decided

Is the landlord entitled to a monetary order for the repairs, cleaning, unpaid rent and the filing fee?

Background and Evidence

The tenancy started on February 01, 2011 and ended on May 09, 2011. 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 landlord agreed to pay \$200.00 to the tenant in full and final settlement of all claims against the tenant. The landlord will make this payment within 15 days of receipt of this decision.
2. The tenant agreed to accept \$200.00 in full and final settlement of all claims against the landlord. A monetary order will be granted to the tenant in this amount.
3. Both parties agreed that all claims against each other would be fully and finally settled, upon payment of \$200.00 by the landlord to the tenant.
4. The tenant agreed that by entering into this agreement with the landlord, the monetary order granted to her on June 22, 2011 is null, void and has no effect. The tenant understands and agrees that the monetary order dated June 22, 2011 in the amount of \$1,750.00 cannot be enforced.

Both parties stated that they understood and 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, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$200.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The monetary order dated June 22, 2011 in the amount of \$1,750.00 is cancelled and is of no force or effect.

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: September 20, 2011.

Residential Tenancy Branch