



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNR, MNDC, MNSD, OLC, RP, ERP, FF / MND, FF

Introduction

A hearing was previously scheduled for July 23, 2012 in response to an application by the tenant. Both parties attended and / or were represented. For reasons set out in the decision dated July 23, 2012, the parties agreed to an adjournment. Subsequently, the landlord filed an application for dispute resolution, and both applications are scheduled to be heard together by way of this present hearing.

The tenant has applied for a monetary order as compensation for the cost of emergency repairs / compensation for damage or loss under the Act, Regulation or tenancy agreement / return of the security deposit / an order instructing the landlord to comply with the Act, Regulation or tenancy agreement / an order instructing the landlord to make repairs to the unit, site or property / an order instructing the landlord to make emergency repairs for health or safety reasons / and recovery of the filing fee.

The landlord has applied for a monetary order as compensation for damage to the unit, site or property / and recovery of the filing fee.

Both parties participated in the hearing and gave affirmed testimony.

Issue(s) to be Decided

Whether either party is entitled to any of the above under the Act, Regulation or tenancy agreement.

Background and Evidence

Pursuant to a written tenancy agreement, the fixed term of tenancy is from September 1, 2011 to August 28, 2012. The tenant / applicant is 1 of 4 tenants named on the tenancy agreement. Monthly rent of \$3,200.00 is due and payable in advance on the first day of each month. Each tenant paid a portion of the total security deposit collected; it is understood that the tenant / applicant's portion of the security deposit was \$640.00. There is no move-in condition inspection report *per se* in evidence, only a

limited reference on the tenancy agreement to the condition of certain things. The tenant / applicant no longer resides in the unit.

During the hearing the parties exchanged views on some of the circumstances surrounding the dispute, and undertook to achieve a settlement limited to themselves with regard to each other only.

Analysis

The full text of the Act, Regulation, Residential Tenancy Policy Guidelines, Fact Sheets, forms and more can be accessed via the website: www.rto.gov.bc.ca

Section 63 of the Act speaks to the **Opportunity to settle dispute**. Pursuant to this provision, discussion between the parties led to a settlement. Specifically, it was agreed as follows:

RECORD OF SETTLEMENT

- that the landlord will repay the tenant \$140.00 from her security deposit, and that a monetary order will be issued in favour of the tenant to this effect;
- that the above payment will be by cheque;
- that the cheque will be mailed to the tenant in care of her address in the U.S.A., and that the cheque will be deposited into the mail by no later than midnight, Friday, August 24, 2012;
- that the landlord will retain the balance of the tenant's security deposit of \$500.00 (\$640.00 - \$140.00);
- that the above particulars comprise full and final settlement of all aspects of the dispute arising from this tenancy for these 2 parties, such that neither will file a future application for dispute resolution naming each other in relation to this particular tenancy.

Conclusion

The parties are hereby ordered to comply with the settlement reached between them during the hearing, the details of which are set out above.

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: August 22, 2012.

Residential Tenancy Branch