



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPR, OPC, MNR, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and a monetary order for unpaid rent.

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

At the start of the hearing, the landlord informed me that the tenant had moved out on September 23, 2012. Therefore the landlord's application for an order of possession was moot and accordingly dismissed.

Issues to be decided

Does the tenant owe rent?

Background and Evidence

The tenancy started on March 31, 2011 and ended on September 23, 2012. The monthly rent was \$1,200.00. Prior to moving in, the tenant paid security and pet deposits in the amount of \$800.00.

The parties discussed their claims against each other. The landlord had not applied to retain the security deposit and the tenant planned to apply for the return of the security deposit. Prior to discussing the details of the landlord's claim and prior to hearing the tenant's rebuttal to the evidence filed by the landlord, the landlord offered to accept the security deposit in full settlement of her claim. The tenant had the option of accepting the landlord's offer or making his own application for the return of the deposits. I explained the available options in detail and gave both parties the opportunity to decide which option worked best.

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 and pet deposits of \$800.00 plus accrued interest of \$0.00, in full and final satisfaction of all claims against the landlord.
2. The landlord agreed to retain the security and pet deposits of \$800.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, the landlord may retain the security and pet deposits.

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: October 18, 2012.

Residential Tenancy Branch