



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*MND, MNDC, MNSD, MNDC, FF.*

### **Introduction.**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied for a monetary order for the cost of repairs, loss of income and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for the return of double the security deposit.

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

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover the cost of repairs, loss of income and the filing fee? Is the tenant entitled to the return of double the security deposit?

### **Background and Evidence**

The tenancy started on March 01, 2012 for a fixed term of one year. The monthly rent was \$595.00 and prior to moving in the tenant paid a security deposit of \$295.00. The tenant moved out on July 31, 2012, without providing notice to the landlord. The tenant did not give the landlord his forwarding address in writing.

The claims of both parties were 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 Arbitrator 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 keep the security deposit of \$295.00.
2. The tenant agreed to pay the landlord an additional sum of \$880 in full and final settlement of all claims against the landlord.
3. The landlord agreed to accept the security deposit plus an additional \$880.00 from the tenant in full and final settlement of his claim against the tenant.
4. A monetary order will be issued in favour of the landlord in the amount of \$880.00.
5. The 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 landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$880.00**. 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: December 20, 2012.

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Residential Tenancy Branch