



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

FINAL DECISION

Dispute Codes

MND, MNDC, MNSD

Introduction

This is an application by the landlord seeking monetary compensation for damages by the tenant.

Preliminary Matter

Although this hearing was scheduled to commence at 2:30 p.m. on January 15, 2013, it was inadvertently delayed and by the time I accessed the conference call line, only the tenant was still in attendance. I determined that the hearing should be reconvened so that the landlord would have an opportunity to be present to be heard and the merits of the application determined.

The hearing was reconvened on January 31, 2013 and both parties were in attendance.. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The participants had an opportunity to submit documentary evidence prior to this hearing, and the evidence has been reviewed. The parties were also permitted to present affirmed oral testimony and to make submissions during the hearing. I have considered all of the evidence and testimony provided.

Issues to Be Determined

Is the landlord entitled to monetary compensation for damages and loss?

Background and Evidence

Although the landlord's claim was stated in the application as being for \$30.30, the landlord clarified that this amount was calculated as being only the remainder still owing, after deducting the tenant's \$475.00 security deposit as a credit for the tenant, and adding the \$50.00 cost of the application. It was established that the actual amount of the claim the landlord was seeking was \$505.30.

During the hearing a mediated discussion ensued, the outcome of which was that the parties successfully reached a settlement. The agreement provided that the tenants will

willingly forfeit the return of their security deposit and this is to be retained by the landlord in full satisfaction of this and any further claims that could otherwise have been pursued by the parties.

I hereby find that the dispute was successfully resolved through a mutual agreement reached between the parties that settled all current and future claims by either party, relating to this tenancy.

Conclusion

The parties settled the dispute between them on mutually satisfactory terms.

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: January 31, 2013

Residential Tenancy Branch

