



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND FF

Introduction

This hearing dealt with an Application for Dispute Resolution by the Landlord to obtain a Monetary Order for damage to the unit, site or property, and to recover the cost of the filing fee from the Tenant for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The Landlord submitted documentary evidence which included, among other things, copies of: the tenancy agreement; forfeiture of part of the damage deposit signed by T.M.; and 34 photographs.

The Tenant submitted documentary evidence which included, among other things, copies of: a written statement; and a USB drive containing a video.

The parties confirmed they entered into a fixed term tenancy agreement that began on December 1, 2011, with two Tenants, T.M. and A.W. The tenancy switched to a month

to month tenancy after June 1, 2011. Rent was payable on the first of each month in the amount of \$950.00 and on November 15, 2011 the Tenants paid \$475.00 as the security deposit. On October 8, 2012 A.W. sent the Landlord a text message ending the tenancy effective October 31, 2012, and T.M. signed a document allowing the Landlord to retain \$237.50 from the security deposit, which she references as her deposit.

The parties agreed to settle these matters during the course of this proceeding.

Analysis

The parties agreed to settle these matters on the following terms:

- The Landlord will withdraw his application and withdraws his request to recover the \$50.00 filing fee; and
- The Landlord will keep A.W.'s portion of the security deposit in the amount of \$237.50 as full satisfaction of his claim; and
- Both parties agree that no future claims will be filed against the other in relation to this tenancy.

Conclusion

The parties agreed to settle these matters in accordance with section 63 of the Act. Accordingly, no further action is required.

This decision is legally binding and 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: February 05, 2013

Residential Tenancy Branch

