



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Codes: MN, SD

Introduction:

The landlord has made a monetary claim for loss of revenue, liquidated damages and cleaning expenses for the unit.

Facts:

All parties attended a conference call hearing. A tenancy began on February 1, 2013 with rent in the amount of \$ 800.00 due in advance on the first day of each month. The tenant paid a security deposit totalling \$ 400.00 on January 10, 2013. The tenant moved out on September 6, 2013.

Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction for all claims the landlord and tenant now have or may have arising from this tenancy the parties agree that the landlord will be permitted to retain the tenant's security deposit amounting to \$ 400.00,
- b. The parties agree that the tenant shall pay the landlord the additional sum of \$ 180.00, and
- c. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I ordered that the landlord retain the tenant's security deposit amounting to \$ 400.00 and I granted the landlord a monetary Order in the amount of \$ 180.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. There shall be no order as to reimbursement of the filing fee. I have dismissed all other claims made by the landlord without leave to reapply.

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: November 05, 2013

Residential Tenancy Branch

