



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Turnkey Investments
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, MNR, MNSD, FF

Introduction:

This hearing was convened in response to cross applications.

On January 17, 2014 the Tenant filed an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss.

On January 21, 2014 the Landlord filed an Application for Dispute Resolution, in which the Landlord applied for an Order of Possession; for a monetary Order for unpaid rent; for a monetary Order for money owed or compensation for damage or loss; to retain all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

On March 06, 2014 a hearing was convened to consider the merits of the Landlord's Application for Dispute Resolution, at which point the Landlord withdrew the application for an Order of Possession, as the rental unit had been vacated. The Arbitrator conducting the hearing on March 06, 2014 joined the Landlord's Application for Dispute Resolution with the Tenant's Application for Dispute Resolution and determined that they should be jointly considered at this hearing.

Both parties were represented at the hearing.

The Landlord stated that on April 11, 2014 she submitted an amended Application for Dispute Resolution, in which she claimed compensation for damage to the rental unit and unpaid utilities. The Tenant stated that she was served with the amended Application for Dispute Resolution and that she was prepared to respond to the claims being made in the amended application. As the Tenant consented to the amendments, the Landlord's Application for Dispute Resolution was amended to include a claim for damage to the unit and unpaid utilities.

Issue(s) to be Decided:

Is the Tenant entitled to compensation for the loss of the quiet enjoyment of the rental unit arising from deficiencies with the unit?

Is the Landlord entitled to compensation for unpaid rent, unpaid utilities, and damage to the rental unit?

Background and Evidence:

After considerable discussion the Landlord and the Tenant mutually agreed to settle the issues in dispute at these proceedings and any other claims arising from this tenancy under the following terms:

- The Landlord will retain the \$1,325.00 security deposit paid by the Tenant
- The Landlord will retain the \$1,325.00 pet damage deposit paid by the Tenant.

Analysis:

This matter has been settled by the parties in accordance with the aforementioned terms.

Conclusion:

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: April 29, 2014

Residential Tenancy Branch

