



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION** **and** **RECORD OF SETTLEMENT**

### **Dispute Codes:**

CNR, OPR, MNDC, MNSD, MND, FF

### **Introduction**

This hearing was convened in response to cross-applications by the parties for dispute resolution.

Both parties attended the hearing and were given a full opportunity to present relevant evidence, make relevant submissions, and discuss their dispute with a view to mutually resolving it.

The tenant filed their application on March 13, 2014 pursuant to the *Residential Tenancy Act* (the Act) for an Order to Cancel a Notice to End for unpaid rent. The tenant acknowledges that they did not serve the notice of Hearing on the landlord and subsequently vacated the rental unit on March 31, 2014; therefore they withdraw their application, which effectively is **dismissed**.

The landlord filed their application on March 18, 2014 pursuant to the *Residential Tenancy Act* (the Act) and as amended on the same date - March 18, and again March 27, 2014, for Orders as follows:

1. A monetary Order for unpaid rent or utilities – Section 67
2. An Order to retain the security deposit - Section 38

3. Compensation for damage and loss – Section 67
4. An Order to recover the filing fee for this application - Section 72.

The landlord claims that they also, again, amended their application April 20, 2014 to reflect a claim for damages to the unit, although this is not reflected by the submissions to the Residential Tenancy Branch, and the particulars of this purported amendment are not in possession by the tenant.

### **Background and Evidence**

During the course of the hearing, the parties discussed their dispute at length in respect to the landlord's claims for: *Unpaid **rent** and **utilities** to the end of the tenancy - March 31, 2014.*

The parties reached agreement to settle these matters for all time, *in full satisfaction of the landlord's claims and the parties' mutual satisfaction*, and that I record their settlement as per Section 63 of the Act, as follows.

1. The tenant agrees they will place a stop to a Money Order – serial number # 017558304 in the amount of \$1000.00 made out to the landlord - forthwith. The landlord confirms they have not received the Money Order.
2. The tenant and landlord agree that the landlord currently holds the security deposit of the tenancy in the amount of **\$500.00**, in trust.
3. The tenant and landlord agree the landlord is owed unpaid rent in the amount of \$1000.00, and unpaid utilities in the agreed amount of \$375.00.
4. The tenant and landlord agree that the sum of **\$1375.00** owed to the landlord will be offset by the security deposit, with the result that the tenant will pay the landlord the outstanding amount of **\$875.00**.

As the parties have agreed to settle their dispute in respect to the above matters, I decline to grant recovery of any filing fees.

As there is no prejudice to the parties, the landlord is at liberty to apply for dispute resolution respecting a claim *unrelated* to the terms of the above settlement agreement.

## **Conclusion**

The tenant's application is **dismissed**.

**I Order** that the landlord retain the security deposit of \$500.00 in partial satisfaction of the settlement agreement amount of \$1375.00, and I grant the landlord an Order under Section 67 of the Act for the balance due of **\$875.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

**This Decision and Settlement agreement is final and binding on both parties.**

*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: May 06, 2014

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Residential Tenancy Branch