



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Widsten Property Management Inc.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to cross-examine one another. The tenant confirmed that he received a copy of the landlord's dispute resolution hearing package sent by the landlord by registered mail on April 6, 2014. In accordance with sections 89(1) and 90 of the *Act*, the tenant was deemed served with the landlord's dispute resolution hearing package on April 11, 2014, the fifth day after its mailing.

### Issues(s) to be Decided

Is the landlord entitled to a monetary award for unpaid rent and losses arising out of this tenancy? Is the landlord entitled to a monetary award for damage arising out of this tenancy? Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested? Is the landlord entitled to recover the filing fee for this application from the tenant?

### Background and Evidence

This tenancy began as a one-year fixed term tenancy on March 1, 2011. When the initial term expired, the tenancy continued as a periodic tenancy until February 20, 2014, when the tenant yielded vacant possession of the rental unit to the landlord. Monthly rent was set at \$700.00, payable in advance on the first of each month, plus

30% of the utilities for this rental property. The tenant paid a \$350.00 security deposit and a \$350.00 pet damage deposit on February 16, 2011. The parties agreed that the landlord returned the pet damage deposit to the tenant, but continues to hold the tenant's security deposit.

The landlord's application for a monetary award of \$1,292.85 included the following items:

Item	Amount
Unpaid Pro-Rated February 2014 Rent	\$475.00
Unpaid Utilities to January 28, 2014	480.32
Unpaid Utilities to February 20, 2014	201.03
Carpet Cleaning	84.00
Stove and Oven Cleaning	52.50
<b>Total Monetary Order Requested</b>	<b>\$1,292.85</b>

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. They agreed to settle all of the issues in dispute between them on the following terms.

1. The tenant agreed to pay the landlord \$225.00 by June 30, 2014.
2. The tenant agreed to allow the landlord to retain his security deposit.
3. The landlord agreed that the above-noted terms constituted a satisfactory resolution of the landlord's claim for a monetary Order.
4. Both parties agreed that the terms of this settlement agreement constituted a final and binding resolution of all monetary issues arising out of this tenancy and further agreed that neither party will initiate any further action of any kind with respect to this tenancy.

### Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the landlord's favour in the amount of \$225.00. I deliver this Order to the landlord in support of the above agreement for use only in the event that the tenant does not abide by the terms of the above settlement. The landlord is provided with these Orders in the above terms and the tenant must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant fail to comply with these Orders, these Orders

may be filed in the Small Claims Division of the Provincial Court and enforced as Orders of that Court.

To implement the settlement agreement between the parties, I order the landlord to retain the tenant's security deposit plus applicable interest. No interest is payable over this period.

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: June 25, 2014

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Residential Tenancy Branch

