



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Brown Bros. Agencies Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, 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, for damage to the rental unit, 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 landlord confirmed that on December 21, 2013, the tenant gave his written notice to end this tenancy by January 31, 2014. 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 14, 2014. Both parties also confirmed that they had received one another's written evidence packages. I am satisfied that the parties served one another with the above documents in accordance with the *Act*.

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

Although the parties signed an initial fixed term Residential Tenancy Agreement (the Agreement) that was to run from April 1, 2012 until August 31, 2013, the tenant moved into the rental unit on March 19, 2012. Monthly rent was set at \$745.00, payable in

advance on the first of each month. After the expiration of the first Agreement, the parties signed a new Agreement that was to extend from September 1, 2013 until August 31, 2014, at a monthly rent of \$760.00. The landlord continues to hold the tenant's \$372.50 security deposit paid on March 7, 2012.

The landlord's amended application for a monetary award of \$1,212.25 included the following items noted in one of the landlord's written submissions:

Item	Amount
Cleaning	\$31.50
Repairs	31.50
Carpet Cleaning	89.25
Liquidated Damages	300.00
February 2014 Rent	760.00
Total of Above Items	\$1,212.25

The landlord also applied to recover the \$50.00 filing fee for this application.

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.

Both parties agreed to resolve their dispute on the basis of the following final and binding terms of settlement:

1. The tenant committed to either provide the landlord with a cash payment of \$200.00 or send the landlord a cheque in the amount of \$200.00, by 5:00 p.m. on August 18, 2014.
2. The tenant agreed to allow the landlord to retain his \$372.50 security deposit for this tenancy.
3. The landlord agreed that the monetary terms as outlined above constituted a resolution of all monetary issues arising out of this application and this tenancy.
4. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of 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 \$200.00. 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.

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: August 14, 2014

Residential Tenancy Branch

