



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CHERYL HANNAH & ANDREW VRBAMER
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes CNC, MNDC, O

Introduction

This matter dealt with an application by the Tenant to cancel a Notice to End Tenancy for Cause, for compensation for loss or damage under the Act, regulations or tenancy agreement and for other considerations.

The Tenant said she served the Landlord with the Application and Notice of Hearing (the “hearing package”) by posting it in the Landlord’s mail box on March 27, 2015.

At the start of the conference call the Tenant said she moved out of the rental unit on April 12, 2015. Consequently the Tenant said she is withdrawing her request to have the Notice to End Tenancy cancelled as the tenancy has ended.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. the Landlord and the Tenant agreed that there is unpaid rent for April, 2015 in the amount of \$745.00. The parties further agreed that the unpaid rent for April, 2015 would offset the Tenant’s monetary claim in the application in the amount of \$745.00. Both parties agreed their monetary claims against each other are satisfied.
2. the Landlord and the Tenant agreed the Landlord would retain \$100.00 of the Tenant’s security deposit for cleaning and hydro costs.
3. the Landlord and the Tenant agreed the Landlord would return the balance of the Tenant’s security deposit in the amount of \$272.50. It was agreed the Tenant would pick up the cheque for \$272.50 from the Landlord’s office at 12:00 p.m. on Monday, April 20, 2015.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agreed their offsetting claims satisfy the Tenant's application and the Landlord's unpaid rent.

The Parties agree to handle the security deposit as stated above.

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: April 14, 2015

Residential Tenancy Branch

