



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNSD, MNDC, FF*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied to retain the security deposit towards the cost of repairs and for loss of income. The tenant applied for the return of the security deposit and for the return of rent. Both parties applied for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

### **Issues to be decided**

Has the landlord established a claim for the cost of repairs and loss of income? Is the landlord entitled to keep the security deposit or has the tenant established a claim for its return? Is the tenant entitled to the return of rent?

### **Background and Evidence**

The tenancy started on July 14, 2014. The rent was \$650.00 and payable on the 14<sup>th</sup> of each month. Prior to moving in, the tenant paid a security deposit in the amount of \$325.00. On August 22, 2014, the tenant gave the landlord notice to end the tenancy effective September 01, 2014. The landlord advertised the vacancy and found a tenant for September 01, 2014. The tenant had already paid rent up to September 15, 2014.

On September 01, 2014, the tenant gave the landlord her forwarding address in writing and requested the return of rent. The landlord stated the new tenant witnessed an argument between the two parties on September 01, and changed his mind about moving in.

The claims made by both parties against each other were discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to pay the tenant \$580.00 in full settlement of all claims against the tenant.
2. The tenant agreed to accept \$580.00 in full settlement of all claims against the landlord. A monetary order will be issued in favour of the tenant for this amount.
3. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$580.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As this dispute was resolved by mutual agreement and not based on the merits of the case, the parties must bear the cost of filing their own applications.

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 28, 2015

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Residential Tenancy Branch

