



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BC KINSMEN HOUSING SOCIETY
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 tenant confirmed that she received a copy of the landlord's dispute resolution hearing package and written evidence package both sent by the landlord by registered mail on October 31, 2014. I find that the tenant was duly served with these packages in accordance with sections 88 and 89 of 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

This periodic tenancy for a subsidized rental unit began on November 1, 2012. By the end of this tenancy, the tenant's portion of the monthly rent was set at \$740.00, payable on the first of each month. The landlord continues to hold the tenant's \$600.00 security deposit paid on November 1, 2012. The parties agreed that on September 20, 2014,

the tenant handed one of the landlord's representatives a notice to end this tenancy by September 30, 2014. The tenant vacated the rental unit on September 30, 2014.

The landlord's application for a monetary award of \$1,108.75 included a request for \$715.00 in unpaid rent owing from October 2014 and \$393.75 in repairs to the laminate flooring in this rental unit.

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. The landlord's agent confirmed that she had authority to enter into an agreement to resolve this matter with the tenant.

Both parties agreed to resolve all issues arising out of this application and this tenancy on the basis of the following final and binding terms:

1. The tenant agreed to allow the landlord to retain the tenant's \$600.00 security deposit.
2. The landlord agreed to withdraw the remainder of the landlord's application for a monetary award.
3. Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues arising out of this application and this tenancy, and further agreed that neither party will commence any new initiatives of any type arising out of this tenancy.

Conclusion

To give legal effect to the settlement agreement reached between the parties, I order the landlord to retain the tenant's \$600.00 security deposit. No interest is payable on the security deposit 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: May 14, 2015

Residential Tenancy Branch

