



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes

For the tenant – MNSD

For the landlord – MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenant applied for a Monetary Order to recover the security deposit. The landlord applied for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep the security deposit; and to recover the filing fee from the tenant for the cost of this application.

Through the course of the hearing I assisted the parties in reaching an agreement in settlement of their respective claims.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The tenant agreed that the landlord may keep the balance of the security deposit of \$110.00;
- The tenant agreed to pay the landlord the amount of \$237.50 for a loss of rent for 15 days in September;
- The tenant agreed to pay the landlord the amount of \$110.00 towards the cleaning costs and carpet cleaning costs;

- The landlord agreed to pay the tenant the amount charged as an illegal rent increase for five months of \$125.00;
- The parties agreed that the amount owed to each party is \$235.00 to the tenant and \$347.50 to the landlord. The tenants amount has been offset against the landlords`;
- The tenant agreed to pay the landlord the difference of \$112.50 by e-transfer on or before May 08, 2015;
- The parties agreed to withdraw their respective applications and no further claims will be made against the other party.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of the party's respective 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: May 05, 2015

Residential Tenancy Branch

