



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF, O

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of all or a portion of his security deposit pursuant to section 38;
- an "other" remedy; and
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both the tenant and landlord appeared at the designated time.

Background

This tenancy ended 4 November 2014. The landlord continues to hold the tenant's security deposit in the amount of \$400.00.

The tenant submitted that he was entitled to end the tenancy at this time as the tenancy was frustrated by a flood. The landlord submitted that the flooding was minor and dealt with in a few hours. The landlord denied that the tenancy was frustrated.

The landlord stated that she believed that she would have been entitled to compensation for her rental loss as a result of the tenant's improper notice to end tenancy.

The parties were able to reach a settlement arrangement that dealt with both the tenant's claim by way of this application and the landlord's unfiled claim.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw his application.
2. The parties agreed that no further claims would be filed in respect of this tenancy.
3. The tenant agreed the landlord would retain the tenant's security deposit.

The parties both stated that they understood the terms of this agreement. Both parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn.

The landlord is entitled to retain the tenant's security deposit in the amount of \$400.00.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: May 25, 2015

Residential Tenancy Branch

