



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 667441 BC LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order for the cost of removing the tenant's belongings, for loss of income and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the landlord entitled to the cost of removing the tenant's belongings, loss of income and the filing fee? Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy started in June 2014 and the tenant paid a security deposit of \$375.00. The rental unit was destroyed in a fire on December 24, 2014. The tenant moved some of her belongings out on December 28, 2014. 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 tenant agreed to allow the landlord to retain the security deposit of \$375.00 in full and final settlement of the cost incurred by the landlord for the removal of the tenant's belongings and for the alleged loss of income suffered by the landlord in January 2015.
2. The landlord agreed to keep the deposit of \$375.00 in full and final settlement of his claim for the cost incurred by him for the removal of the tenant's belongings and the alleged loss of income suffered by him in January 2015.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application. I order that the landlord retain the security deposit of \$375.00 in satisfaction of his claim.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit of \$375.00.

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 13, 2015

Residential Tenancy Branch

