



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION AND RECORD OF SETTLEMENT

Dispute Codes

MNSD MNDC FF

Introduction

This hearing was convened in response to an application by the landlord under the *Residential Tenancy Act* (the Act) for a Monetary Order in respect to loss of revenue and to retain the security deposit of the tenancy, as well as recover the filing fee.

Both parties attended the conference call hearing and acknowledged receiving the evidence of the other, provided their testimony and submissions and were permitted to discuss their dispute, present evidence and ask questions.

Issue(s) to be determined

Is the landlord entitled to the monetary amount claimed?

Background and Evidence

This tenancy began December 01, 2014 and ended on or about January 16, 2015. Rent was in the amount of \$3300.00. At the outset of the tenancy the landlord collected a security deposit of \$1650.00, which the landlord retains in trust.

During the course of the hearing, the parties discussed their dispute and turned their minds to compromise. The parties reached agreement, choosing to settle this matter for all time, *in full satisfaction of the landlord's current claim, and to the parties' mutual satisfaction*, on the following conditions, and at their request that I record the parties' settlement as per Section 63 of the Act as follows.

1. In satisfaction for all claims the landlord and tenant now have, or may have arising from this tenancy, the parties agree that **the landlord shall return to the tenant the amount of \$1650.00**, forthwith, and no later than within 30 days of the date of this Decision. So as to perfect the settlement, the tenant will receive

a Monetary Order in the agreed amount owed by the landlord. If the parties act on their agreement and the landlord pays the tenant the agreed amount, the Monetary Order automatically becomes null and of no effect.

2. The landlord and tenant agree the tenant will send the landlord **legible copies of a relevant utility bill** for the *relevant* tenancy period of this matter – December 2014 and January 2015 - and as a result the landlord will send the tenant a monetary amount representing 20% of the *relevant* utility bill, no later than within 30 days of the date they receive the tenant's copies.
3. In consideration for this mutual settlement the parties agree that **the tenant is withdrawing their application for dispute resolution set down for hearing March 01, 2016**; and, that **no further claims will be made by either party whatsoever arising from this tenancy**.

As the parties were able to mutually resolve their dispute I decline to grant recovery of filing fees.

Conclusion

I grant the tenant a **Monetary Order** under Section 67 of the Act in the amount of **\$1650.00**. The tenant is being given this Order. If the landlord does not pay the tenant the agreed amount, the tenant may serve the Order on the landlord. If necessary, the Order may be filed in Small Claims Court and enforced as an order of that court.

This Decision and Settlement is final and binding on both parties.

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: August 31, 2015

Residential Tenancy Branch

