



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: CNC, RR, MNDC, AAT, LAT, FF

Introduction

This hearing dealt with an application by the tenant for an order to set aside a notice to end tenancy for cause and for a monetary order for compensation for loss under the *Act* and for the recovery of the filing fee. The tenant also applied for an order directing the landlord to allow access to the rental unit, allow the tenant to change locks and allow the tenant to pay a reduced rent.

Both parties attended the hearing and had opportunity to be heard. The tenant acknowledged receipt of evidence submitted by the landlord. The landlord agreed that he had not sent a copy of his evidence to the tenant. Both parties gave affirmed testimony.

At the start of the hearing the tenant informed me that he had moved out on August 30, 2015. Since the tenant has already moved out, his application to cancel the notice and for other tenancy related remedies is moot and accordingly dismissed. This hearing only dealt with the tenant's application for a monetary order.

Issue to be Decided

Was the landlord negligent with regard to maintenance of the rental unit? Is the tenant entitled to compensation and the filing fee?

Background and Evidence

The tenancy began in October 2012. The monthly rent at the start of the tenancy was \$875.00. Prior to moving in the tenant paid a security deposit of \$500.00.

On June 24, 2015, the landlord served the tenant with a notice to end tenancy for cause. The reasons for the notice and the tenant's monetary claim were discussed at length. 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 dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to allow the landlord to retain the security deposit of \$500.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to keep the security deposit of \$500.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Conclusion

As per the above agreement, the landlord may retain the security deposit of \$500.00.

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: September 24, 2015

Residential Tenancy Branch