



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MARLBOROUGH HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF

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 her security deposit pursuant to section 38; and
- authorization to recover their filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing by conference call and gave affirmed testimony. The landlord confirmed receipt of the tenants' notice of hearing package and the submitted documentary evidence. The tenants have confirmed receipt of the landlord's submitted documentary evidence. As both parties have attended and have confirmed receipt of the notice of hearing package(s) and the submitted documentary evidence, I am satisfied that both parties have been properly served as per sections 88 and 89 of the Act.

Issue(s) to be Decided

Are the tenants entitled to a monetary order for money owed or compensation for damage or loss, the return of the security deposit and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

The tenants seek an amended monetary claim of \$7,425.46 which consists of:

\$305.98	Storage of Belongings
\$169.50	Hotel Stay, August 29, 2015
\$875.67	Hotel Stay, August 30 to September 7, 2015
\$75.28	Estimated Cost of Moving Truck
\$230.70	Food Bill for Movers
\$112.74	Totes and Tarp
\$140.03	Emergency Clothing
\$59.85	Food Bill for Movers
\$242.41	Food Bills
\$23.16	Garbage Bags/Bubble wrap
\$1.68	Copying\
\$20.00	Gas
\$2,773.12	Lost Wages
\$2,194.83	Hotel Stay, September 10 to October 9, 2015
\$200.51	Estimated Cost of Moving Truck

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. Both parties agreed that the landlord will pay to the tenants, \$3,000.00 as compensation and that tenants shall receive a monetary order to reflect this agreement.

The parties agreed that these particulars comprise the full and final settlement of all aspects of the dispute for both parties.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary order in the tenants' favour in the amount of \$3,000.00. I deliver this Order to the tenants in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement. The tenants are provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: March 16, 2016

Residential Tenancy Branch

