



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Codes: MNSD, MNDC, MND, MNR, DRI, OLC, CNL, FF

Introduction:

The tenants brought numerous supplications including: requesting an Order to cancel a landlord Notice to End a Tenancy, a monetary order for compensation, the return of the security deposit and disputing a rent increase. The landlord made a monetary claim for repair and cleaning to the unit. Service was admitted. The landlord's evidence of photos was excluded as he did not give the tenants copies of his evidence.

Facts:

Both parties attended a conference call hearing. A tenancy began on June 01, 2011 with rent in the amount of \$ 1,000.00 due in advance on the first day of each month. The tenant paid a security deposit totalling \$ 500.00 at the beginning of the tenancy. The tenant moved out on January 31, 2016 in reliance upon a landlord Use Notice without receiving a month's rent compensation or the return of her security deposit and the landlord claimed that he incurred cleaning and repair expenses.

Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. In satisfaction for all claims the landlord and tenant now have or may have arising from this tenancy the parties agree that the landlord will pay the tenants sum of \$ 1,500.00,
- b. The tenants agrees to cooperate with the landlord and Telus in order to prove that the tenants do not have possession of any property belonging to Telus such as a high speed modem, and

- c. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I granted the tenant a monetary Order in the amount of \$ 1,500.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. There shall be no order as to reimbursement of the filing fee to either party as it was not part of the settlement. I have dismissed all other claims made by the landlord and other claims by the tenant without leave to reapply.

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 15, 2016

Residential Tenancy Branch