



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** CNC, OLC, 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 an order directing the landlord to comply with the *Act*. The tenant also applied for the recovery of the filing fee.

Both parties attended the hearing and had opportunity to be heard. Both parties gave affirmed testimony.

At the start of the hearing the tenant informed me that she had moved out on April 08, 2016. Since the tenant has already moved out, her 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 the recovery of the filing fee.

### **Issue to be Decided**

Is the tenant entitled to the filing fee?

### **Background and Evidence**

The tenancy began in July 2015. The monthly rent at the start of the tenancy was \$1,400.00. Prior to moving in the tenant paid a security deposit of \$700.00.

On February 24, 2016, the landlord served the tenant with a notice to end tenancy for cause. 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 \$700.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to keep the security deposit of \$700.00 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case and since the tenant applied to dispute the notice to end tenancy but moved out shortly after, I decline the tenant's request to recover the filing fee paid for this application

### **Conclusion**

As per the above agreement, the landlord may retain the security deposit of \$700.00.

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: April 15, 2016

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Residential Tenancy Branch