



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CORE HOLDINGS CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

MND, MNSD, MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, for liquidated damages and to recover the filing fee. The landlord also applied to the security deposit in partial satisfaction of the claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Has the landlord established a claim for loss of income, for liquidated damages and to recover the filing fee?

Background and Evidence

The tenancy started on June 01, 2015 for a fixed term of one year. The rent was \$775.00 and was due in advance on the first day of each month. Prior to moving in, the tenant paid a security deposit of \$387.50. A term in the addendum to the tenancy agreement required the tenant to pay liquidated damages of \$1,000.00, in the event the tenant ended the tenancy prior to the end date of the fixed term.

The claim made by the landlord and the reason for ending the tenancy prior to the end date of the fixed term 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 hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to pay the landlord a total of \$1,375.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$1,375.00 in full and final settlement of all claims against the tenant.
3. The landlord currently holds a security deposit of \$387.50. A monetary order in the amount of \$987.50 will be granted to the landlord.
4. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit and I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for **\$987.50**. This order may be filed in the Small Claims 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: September 16, 2016

Residential Tenancy Branch