



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDC, MNR, MND, MNSD, FF

Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution. It is apparent from the details of dispute that the Landlord is also seeking compensation for cleaning the rental unit and for changing light bulbs.

The Landlord stated that on January 31, 2016 the Application for Dispute Resolution and the Notice of Hearing were sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents.

The Tenant filed an Application for Dispute Resolution in which the Tenant applied to recover his security deposit and to recover the fee for filing this Application for Dispute Resolution. It is apparent from the details of dispute that the Tenant is also seeking compensation for loss of quiet enjoyment.

The Tenant stated that on February 03, 2016 the Application for Dispute Resolution and the Notice of Hearing were sent to the Landlord, via registered mail. The Landlord acknowledged receipt of these documents.

On March 28, 2016, March 31, 2016, and Jun 28, 2016 the Landlord submitted evidence to the Residential Tenancy Branch. The Landlord stated that this evidence was mailed to the Tenant on August 09, 2016. The Tenant acknowledged receipt of this evidence and it was accepted as evidence for these proceedings.

Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid utilities and/or damage to the rental unit?

Is the Tenant entitled to compensation for a breach of his right to loss of quiet enjoyment of the rental unit?
Should the security deposit be returned to the Tenant or retained by the Landlord?

Background and Evidence

At the outset of the hearing the Landlord and the Tenant mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the Landlord will return \$900.00 of the Tenant's security deposit; and
- the Tenant will be granted a monetary Order for \$900.00 that is enforceable if that amount is not returned to the Landlord.

Analysis

The parties have settled these Applications for Dispute Resolution in accordance with the aforementioned settlement agreement.

Conclusion

On the basis of the settlement agreement that Tenant is being granted a monetary Order for \$900.00. In the event the Landlord does not pay \$900.00 to the Tenant, this Order may be served on the Landlord, filed with the Province of British Columbia 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