



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOLLYBURN PROPERTIES LIMITED  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      OPR, MNR, CNR, MNDC, MNSD, ERP, RP, FF

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order for unpaid rent, loss of income and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied to cancel the notice to end tenancy, for an order directing the landlord to make repairs and for a monetary order for the return of rent and the security deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

At the start of the hearing the tenant informed me that she had moved out of the rental unit on September 08, 2016. Therefore the landlord did not need an order of possession and the tenant's application to cancel the notice to end tenancy was also moot. Since the tenancy has ended the other portions of the tenant's application regarding repairs were also not relevant and accordingly dismissed.

### **Issues to be decided**

Is the landlord entitled to a monetary order for unpaid rent, loss of income and the filing fee? Is the tenant entitled to the return of rent and the security deposit?

### **Background and Evidence**

The tenancy started on October 01, 2015 for a fixed term of one year. The monthly rent was \$1,275.00 due on the first of each month. Prior to moving in, the tenant paid a security deposit of \$637.50. The tenant moved out on September 08, 2016

Both parties' claims were discussed and 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 allow the landlord to keep the security deposit of \$637.50 in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security deposit of \$637.50 in full and final settlement of all claims against the tenant.
3. 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 entire security deposit of \$687.50.

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: October 28, 2016

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Residential Tenancy Branch

