



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNDC, MNSD, FF.*

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*.

The landlord applied to retain the security deposit and recover the filing fee. The tenant applied for the cost of hotel stay, moving, storage and for the recovery of the filing fee.

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

### **Issues to be decided**

Is the landlord entitled to a monetary order? Is the tenant entitled to a monetary order and to the return of her security deposit?

### **Background and Evidence**

The tenancy was due to start on May 15, 2016. The rental unit was not ready for occupation and the tenant moved into a hotel. The tenant moved into the rental unit on May 21, 2016. The landlord allowed the tenant to live rent free for the remainder of the month. The monthly rent was \$1,550.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$775.00.

The tenant testified that she found the rental unit unfit for habitation and moved out on May 30, 2016 after providing the landlord with a couple of days verbal notice

The claims of both parties were discussed in detail. 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 landlord agreed to return the security deposit of \$775.00, to the tenant in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$775.00 from the landlord in full and final settlement of all claims against the landlord. A monetary order in favour of the tenant for this amount will be granted to the tenant.
3. The 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, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$775.00**. 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: November 29, 2016

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Residential Tenancy Branch