



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* for a monetary order for the return of the security deposit, for compensation for loss under the *Act* and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The landlord acknowledged receipt of evidence and receipt of an amendment to the tenant's application, submitted by the tenant. Both parties gave affirmed testimony.

Issues to be decided

Is the tenant entitled to compensation?

Background and Evidence

The tenancy started in June 2013 and ended pursuant to a notice to end tenancy for landlord's use of property. The tenant moved out on August 31, 2016. The rent was \$1,650.00 payable on the first of each month. Prior to moving in the tenant paid a security deposit of \$825.00.

During the hearing, the reasons for the tenant's application for dispute resolution and possible solutions were discussed at length. During this discussion 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 under the following terms.

- The landlord agreed to pay the tenant compensation in the amount of \$3,400.00 in full and final settlement of all claims against the tenant.
- The tenant agreed to accept compensation in the amount of \$3,400.00 in full and final settlement of all claims against the landlord. A monetary order for this amount will be granted to the tenant.
- Both parties acknowledged that they understood and agreed with the above terms of their agreement.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the *Act* to seek remedy.

Conclusion

Pursuant to the above agreement I grant the tenant a monetary order in the amount of **\$3,400.00**.

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 07, 2017

Residential Tenancy Branch