



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the Act") for a monetary order for rental loss pursuant to section 67; authorization to retain the tenant's security and pet damage deposit in satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended this hearing and were given an opportunity to present evidence and testify with respect to their position. The tenant confirmed receipt of the landlord's Application for Dispute Resolution on or about January 13, 2017 as well as the landlord's evidence for this hearing. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began in June 1, 2016 as a one year fixed term with a rental amount of \$2550.00 payable on the first of each month. As of the date of this hearing, the landlord testified that he continues to hold a \$1275.00 security deposit and a \$1275.00 pet damage deposit paid by the tenant at the outset of this tenancy.

The tenant acknowledged that he and his co-tenant were forced to move prior to the end of the one year fixed term. The landlord acknowledged that it was necessary for the tenants to vacate their rental unit. However, the landlord applied to be compensated for rental loss as, he testified, he was unable to re-rent the unit for the months of January and February 2017.

Both parties acknowledged that the other party's position was reasonable in the circumstances.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to waive the return of his security deposit and allow the landlord to retain the deposit as compensation for rental loss.
2. The tenant agreed to waive the return of his pet damage deposit and allow the landlord to retain the deposit as compensation for rental loss.
3. The landlord agreed that the retention of the security and pet damage deposit from this tenancy would satisfy his claim for compensation for rental loss.
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

To give effect to the settlement reached between the parties, I allow the landlord to retain both the tenant's \$1275.00 security and \$1275.00 pet damage deposit for a total award of \$2550.00.

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 21, 2017

Residential Tenancy Branch