



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPC, OPB, MNR, MNSD, CNC, MT, MNDC, OPT, LAT, 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 pursuant to Section 55 and for a monetary order for unpaid rent and the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. The tenant applied to cancel the notice to end tenancy and for an order of possession of the rental unit and permission to change locks. The tenant also applied for a monetary order for moving costs, change of address fees and storage fees.

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 parties informed me that the tenancy had ended on August 11, 2017. Accordingly most portions of the parties' applications are moot and therefore this hearing only dealt with the monetary claims of both parties

Issue to be Decided

Is the landlord entitled to unpaid rent, the filing fee and to retain the deposit? Is the tenant entitled to the cost of moving, change of address and storage fees?

Background and Evidence

The tenancy began in July 2016. The monthly rent is \$1,000.00 due on the first of each month. On July 03, 2017, the landlord served the tenant with a one-month notice to end tenancy for cause.

During the hearing, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to S. 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 and an order.

During this hearing, the parties reached an agreement to settle their dispute. Both parties agreed to the following terms:

1. The tenant agreed to allow the landlord to retain the security deposit of \$500.00 and pay the landlord an additional amount of \$500.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to retain the security deposit of \$500.00 and accept \$500.00 from the tenant in full and final settlement of all claims against the tenant. A monetary order in the amount of \$500.00 will be granted to the landlord.
3. Both parties stated that they understood and agreed that these particulars comprise the full and final settlement of all aspects of this dispute for both parties.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for **\$500.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application

Conclusion

I grant the landlord a monetary order for \$500.00. The landlord may retain the security deposit of \$500.00.

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: August 24, 2017

Residential Tenancy Branch