



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNDC, MNSD, OPC, MNR, OPT, AAT, AS, RR, CNC, 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, for the cost of cleaning, for the loss of income, for the cost of a mould inspection, for emotional stress and for the recovery of the filing fee. The tenant applied to cancel the notice to end tenancy and for an order directing the landlord to allow access to the tenant's guests, to allow the tenant to sublet and to reduce rent. The tenant also applied for a monetary order for the return of rent, for the cost of dry cleaning clothes and for emotional stress.

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 tenant had moved out on August 31, 2017. Therefore most portions of the applications of both parties were moot and accordingly dismissed. This hearing only dealt with the monetary applications of both parties.

Issues to be decided

Is the landlord entitled to a monetary order for unpaid rent, for the cost of cleaning, for the loss of income, for the cost of a mould inspection, for emotional stress and for the recovery of the filing fee? Is the tenant entitled to a monetary order for the return of rent, the return of the security deposit, the cost of dry cleaning and for emotional stress?

Background and Evidence

The tenancy started on February 01, 2017. The rental unit is located on the lower level of the landlord's home. The landlord lives upstairs. The monthly rent was \$1,250.00 and included utilities. Prior to moving in the tenant paid a security deposit of \$625.00. The landlord agreed that she currently has in her possession \$625.00 for a security deposit. On July 30, 2017, the tenant gave written notice to end the tenancy effective August 31, 2017.

The claims of both parties were discussed at length. 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 and to pay the landlord an additional sum of \$625.00 by October 15, 2017, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security deposit plus an additional \$625.00 from the tenant as full and final settlement of all claims against the tenant.
3. A monetary order in this amount will be issued in favour of the landlord.
4. Both parties stated that they understood and agreed that the above particulars comprise **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 the amount of \$625.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

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.

I grant the landlord a monetary order in the amount of \$625.00.

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: September 28, 2017

Residential Tenancy Branch