



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

matter regarding PARKBRIDGE LIFESTYLE COMMUNITIES INC  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** OPB, MNR, MNSD, MNDC, FF

### **Introduction**

This hearing dealt with an application by the landlord for an order of possession and for a monetary order for loss of income, cost of an environmental survey and the filing fee. The landlord also applied to retain the security deposit. Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The tenant acknowledged receipt of evidence submitted by the landlord. Both parties gave affirmed testimony.

At the start of the hearing, the parties informed me that the tenant had moved out. Accordingly, this hearing only dealt with the landlord's application for loss of income, the cost of an environmental survey and the recovery of the filing fee.

### **Issues to be Decided**

Is the landlord entitled to a monetary order to recover the loss of income, the cost of an environmental survey and the recovery of the filing fee?

### **Background and Evidence**

Both parties agreed that the tenancy started in December 2016. The landlord filed a copy of the tenancy agreement that states it was a fixed term tenancy that would end on November 30, 2017. The tenant stated that she found mould in the rental unit on June 21, 2017 and informed the landlord. The tenant gave notice to end the tenancy on June 24, 2017 and moved out on July 01, 2017. The tenant provided a forwarding address on July 11, 2017. The landlord applied to retain the deposit in a timely manner. The landlord testified that a new tenant was found for September 01, 2017,

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 pay the landlord \$725.00 by December 15, 2017, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$725.00 in full and final settlement of all claims against the tenant.
3. A monetary order in the amount of \$725.00 will be issued to the landlord.
4. Both parties stated that they understood and agreed that the above particulars are binding and comprise full and final settlement of all aspects of the dispute for both parties.

The tenant and the landlord have reached a settled agreement, as recorded above 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 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 landlord a monetary order under section 67 of the *Residential Tenancy Act*, in the amount of \$725.00. 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: October 03, 2017

---

Residential Tenancy Branch