



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: OPL, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent, unpaid utilities and for 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 of the rental unit on August 15, 2017. Therefore, the landlord's application for an order of possession is no longer relevant and accordingly dismissed.

Issues to be Decided

Is the landlord entitled to a monetary order for unpaid rent, unpaid utilities and the filing fee? Is the landlord entitled to retain the security deposit?

Background and Evidence

The tenancy started in December 2016 and ended on August 15, 2017. Prior to moving in the tenant paid a security deposit of \$775.00.

The landlord purchased the home and got possession on July 04, 2017. The tenant had already been served with a notice to end tenancy for landlord's use of property. The parties did not agree on whether the tenant received the last month of rent free stay.

The landlord's application was 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 landlord agreed to pay \$566.23.00 to the tenant in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$566.23 from the landlord in full and final settlement of all claims against the landlord. A monetary order will granted to the tenant for this amount.
3. The 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.

I order that the landlord retain \$208.77 of the security deposit in full satisfaction of all claims against the tenant with regard to this rental unit and I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the balance due of \$566.23. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, 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

I grant the tenant a monetary order in the amount of **\$566.23**.

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 04, 2017

Residential Tenancy Branch