



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: MNDC MNSD OLC FF

Introduction:

Both parties attended the hearing and gave sworn testimony. Each confirmed receipt of each other's Application for Dispute Resolution by registered mail. The landlord confirmed he received the tenant's forwarding address in writing by mail on May 15, 2017 and filed his Application on June 2, 2017. I find the documents were legally served pursuant to sections 88 and 89 of the Act for the purposes of this hearing. The landlord applies pursuant to the *Residential Tenancy Act* (the Act) for orders as follows:

- a) A monetary order pursuant to Sections 46 and 67 for unpaid rent and damages to the property;
- b) An Order to retain the security deposit pursuant to Section 38; and
- c) An order to recover the filing fee pursuant to Section 72.

The tenant applies pursuant to the Act for orders as follows:

- d) For a return of twice the security deposit pursuant to section 38;
- e) An Order that the landlord obey the provisions in the Act;
- f) An Order to compensate the tenant with double the rent pursuant to sections 49 and 51 as the landlord did not use the unit according to his stated purpose and
- f) To recover the filing fee for this application.

Issue(s) to be Decided:

Has the landlord proved on the balance of probabilities that the tenant owes rent and damaged the property that it was beyond reasonable wear and tear and the amount it cost to fix the damage? If so, what is the amount of the compensation and is the landlord entitled to recover filing fees also?

Is the tenant entitled to twice his security deposit refunded and to compensation under section 51 of the Act if the landlord did not use the unit for his stated purpose? Is he entitled to recover filing fees for the application?

Background and Evidence:

Both parties attended the hearing and were given opportunity to be heard, to present evidence and to make submissions. It is undisputed that the tenancy commenced about 7 years ago and the current landlord purchased the unit about June 2016 and requested the tenant to sign a new lease with him. The new rent was to be \$1600 a month and the tenant said he agreed to this and paid it. However, he did not initial the box in the lease to provide vacant possession on lease expiry of January 31, 2017. The tenant said he was very stressed for the last 3 months as the landlord wanted to take possession and served notices. He received a Two Month Notice to End Tenancy for landlord's use of the property and vacated on May 1, 2017, returning keys on May 2, 2017. He had one month free rent in April 2017. The tenant is claiming \$4400 as follows: \$1400 for twice his security deposit in accordance with section 38.

\$3000 for the stress he suffered due to the landlord's actions.

The landlord is claiming \$2154.20 for damages caused by the tenant and 2 days rent. He said he sent all receipts to the Residential Tenancy Branch and to the tenant but neither the Branch or the tenant appear to have received them. The landlord assured the tenant that he is occupying the unit in accordance with his section 49 Notice to End Tenancy. After discussing the issues on both sides and the problems, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute. 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. Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

Settlement Agreement:

- 1. The tenant will receive a monetary order for \$700 which is the original amount of the security deposit recorded on the lease.**
- 2. The landlord will waive all claims against the tenant for unpaid rent or damages.**
- 3. This agreement settles all matters between the parties in respect to this tenancy.**

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final and binding and enforceable, which settle all aspects of this dispute.

Analysis:

Monetary Order:

In accordance with the above noted settlement agreement, I find the tenant is entitled to a monetary order for \$700. The landlord was advised to present it to the tenant and receive a receipt for payment.

Conclusion:

I find the tenant is entitled to a monetary order for \$700 (enclosed) in accordance with the settlement agreed to by both parties. No filing fees are awarded as both parties had some entitlement but settled their claims.

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: November 14, 2017

Residential Tenancy Branch