



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

On July 13, 2017, the Landlord submitted an Application for Dispute Resolution for a monetary order for damage to the unit; a loss of rent; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. At the start of the hearing I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to compensation for unpaid rent?
- Is the Landlord entitled to compensation for damage to the unit?
- Is the Landlord entitled to retain the security deposit?
- Is the Landlord entitled to recover the cost of the filing fee?

Background and Evidence

The parties testified that the tenancy commenced sometime around November 2014. The Landlord testified that she purchased the property in the spring of 2015. The parties agreed that the Tenant paid the Landlord monthly rent in the amount of \$1,350.00. The parties agreed that the Tenant paid the Landlord a security deposit of \$650.00.

The parties testified that the tenancy ended on July 31, 2015.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the Tenant will pay compensation to the Landlord in the amount of \$3,025.00.
2. The parties agree that the Landlord can keep the security deposit of \$650.00 towards the compensation owing to the Landlord.
3. The parties agree that the Tenant will pay the Landlord \$2,375.00 comprised of monthly payments of \$125.00 by the 15th day of each month for a period of 19 months.
4. The parties agree that the Landlord will withdraw her Application in full and will make no further claims against the Tenant.

This settlement agreement was reached in accordance with section 63 of the *Act*.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

I grant the Landlord a monetary order in the amount of \$2,375.00. If the Tenant fails to make the payments as agreed above, the Landlord may enforce the monetary order in Provincial Court, less any payments that were actually received.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: January 17, 2018

Residential Tenancy Branch