



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KANDOLA VENTURE INC
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC MNSD O FF

Introduction

This hearing dealt with applications from both the landlord and the tenant under the *Residential Tenancy Act* ("the Act"). The landlord applied for: a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67; and authorization to recover the filing fee for this application pursuant to section 72.

The tenant applied for: a monetary order for compensation for damage or loss under the *Act* pursuant to section 67; authorization to obtain a return of all or a portion of her security deposit pursuant to section 38; and any other remedy under the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, and to make submissions. Both parties acknowledge receipt of the others' Application for Dispute Resolution packages as well as documentary and digital evidence.

Before the conclusion of this hearing, and after substantial discussion of the issues raised by each party in this matter, the landlord and tenant engaged in a conversation about those issues, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began on August 1, 2016 as a one year fixed term. At the end of the fixed term, the tenant continued to reside on the residential property in another rental unit. Her rental amount of \$850.00 was payable on the first of each month. The landlord continues to hold a \$475.00 security deposit and a \$475.00 pet damage deposit paid by the tenant prior to the outset of this tenancy (July 8, 2016). The tenant vacated the rental unit on December 1, 2017. The landlord sought an amount for lack of sufficient notice at the end of the tenancy and the tenant sought to recover her security deposits and be compensated for her lack of facilities during the tenancy.

Analysis

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed to allow the landlord to retain \$850.00 of the tenant's security and pet damage deposit.
2. The landlord agreed to pay the tenant the balance of her security and pet damage deposit (\$100.00) as well as an additional \$80.00.
3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

To give effect to the settlement reached between the parties, I order that the landlord retain \$850.00 from the tenant's security and pet damage deposits.

To give further effect to the settlement reached between the parties, I issue a monetary in favour of the tenant in the amount of \$180.00.

The tenant is provided with these Orders in the above terms and the landlord must be served with this Order as soon as possible. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: February 21, 2018

Residential Tenancy Branch