



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLUMBIA PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover liquidated damages, cost of cleaning and repair and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of the claim.

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.

Issues to be decided

Has the landlord established a claim for liquidated damages and the cost of cleaning and repair? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started on January 01, 2017 for a fixed term of one year. Sometime in the middle of July 2017, the tenant provided verbal notice to end the tenancy effective July 31, 2017 and followed up with an undated written notice. The landlord stated that she received the written notice on August 01, 2017. Prior to moving in the tenant paid a security deposit of \$700.00.

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 the settlement may be recorded in the form of a decision or an order.

The parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to retain the security deposit of \$700.00 and also agreed to pay the landlord an additional \$650.00, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept both the security deposit of \$700.00 plus \$650.00 in full and final settlement of all claims against the tenant. A monetary order will be issued in favour of the landlord in the amount of \$650.00.
3. Both parties stated that they understood and agreed that the above particulars 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. This settlement agreement was reached 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

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$650.00**. 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: March 09, 2018

Residential Tenancy Branch