



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, MND, MNR, FF.*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order to recover the cost of renovations, unpaid rent, the filing fee and to retain the security deposit in satisfaction of her claim. The tenant applied for compensation pursuant to a notice to end tenancy for landlord's use of property, for the filing fee and for the return of double the deposit.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony. The landlord agreed that the photographs she referred to in the hearing were not sent to the tenant. Accordingly the landlord's photographs were not used in the making of this decision.

Issues to be decided

Is the landlord entitled to a monetary order? Is the tenant entitled to a monetary order and to the return of her security deposit?

Background and Evidence

The tenancy started in May 2009 and ended on August 01, 2017 pursuant to a two month notice to end tenancy, served on the tenant on June 01, 2017. 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 the tenant \$1,300.00 in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$1,300.00 from the landlord in full and final settlement of all claims against the landlord. A monetary order in favour of the tenant for this amount will be granted to the tenant.
3. The 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 tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$1,300.00**. 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 21, 2018

Residential Tenancy Branch