



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MND, MNSD, FF*

Introduction

This hearing dealt with an application by the landlord for a monetary order for the cost of repairs, cleaning, unpaid utilities and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his 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

Is the landlord entitled to a monetary order?

Background and Evidence

Both parties agreed that the tenancy ended on November 30, 2017. The monthly rent was \$1,850.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$850.00. The tenant provided the landlord with a forwarding address at the end of tenancy. The landlord testified that he made several attempts to contact the tenants to reach a settlement and the tenants did not return his calls or emails. The landlord made this application in a timely manner.

The damages claimed by the landlord were discussed at length. 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 retain the security deposit and accept \$500.00 in full and final settlement of all claims against the tenant.
2. The tenant agreed to allow the landlord to retain the security deposit and to pay the landlord an additional \$500.00 in full and final settlement of all claims against the landlord.
3. Both parties stated that they understood and agreed that the above particulars are binding and comprise full and final settlement of all aspects of this dispute for both parties.

Since the landlord was unable to contact the tenant after several failed attempts, I find that the landlord was forced to make this application and therefore I grant the landlord's request for the recovery of the filing fee.

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.

Based on the above, the landlord has established a claim of \$600.00. I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

The landlord may retain the security deposit O \$750.00. I grant the landlord a monetary order for \$600.00.

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: April 27, 2018

Residential Tenancy Branch