



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes CNC, MNDC, MNR, OLC, FF

Introduction

This hearing dealt with an application by the tenant pursuant to the *Residential Tenancy Act* to cancel a notice to end tenancy for cause and for a monetary order for the return of rent and the security and pet deposits. The tenant also applied for the filing fee

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Both parties represented themselves.

As both parties were in attendance I confirmed service of documents. Both parties stated that they had not received the other party's evidence. The parties came to an agreement during the hearing and therefore it was not necessary for me to use either party's evidence.

The tenant stated that she had moved out on May 31, 2018 and therefore her application to dispute the notice to end tenancy was moot and accordingly dismissed.

Issues to be decided

Is the tenant entitled to compensation?

Background and Evidence

The tenancy started on October 15, 2017. The rent is \$3,400.00. The tenant had paid rent in advance for one full year and moved out prior to the end of the year. The tenant had also paid a total of \$3,400.00 in security and pet deposits. During the hearing, the landlord agreed that she owed the tenant the unused rent and the deposits for a total of \$18,700.00.

During this discussion 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 dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their dispute under the following terms.

- The landlord agreed to return rent in the amount of \$18,700.00 in seven equal installments of \$2,671.42 starting on July 01, 2018 and continuing thereafter on the first of each month and ending on January 01, 2019.
- The tenant agreed to accept unused rent in the amount of \$18,700.00 as per the above schedule, in full and final settlement of her claim against the landlord. A monetary order will be granted to the tenant. Both parties agreed that the landlord would pay each installment by e-transfer or by depositing funds directly into the tenant's bank account.
- Both parties acknowledged that they agreed with the above terms of their agreement. And that they understood that this agreement is binding.

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. Pursuant to the above agreement I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$18,700.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the tenant a monetary order in the amount of \$18,700.00.

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: June 15, 2018

Residential Tenancy Branch