



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes

MNDC MNSD FF

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

All named parties attended the hearing. No issues were raised with respect to the service of the landlord's application and evidence submissions of both parties on file.

At the outset of the hearing, the landlord advised that the claim had changed to reduce the claim for loss of rent from one month's rent to one half month's rent. The landlord also advised that the claim had been changed by adding various charges for damages after the end of the tenancy. As the landlord had not filed an amended application to include the claim for damages, the parties were advised that this hearing would only deal with the landlord's original claim for loss of rent. The landlord was advised that she would need to make a separate application for any claim for damages.

However, prior to the conclusion of this hearing, the parties expressed an interest and were successful in resolving not only this dispute but also any potential future claim of damages by mutual agreement.

### Terms of Settlement

Pursuant to section 63 of the Act, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenants agree the landlord may retain \$800.00 from the \$1500.00 security and pet deposit paid to the landlord at the start of this tenancy.
2. The landlord agrees to return to the tenants the balance of the security and pet deposit in the amount of \$700.00 by cheque or electronic mail transfer on or before July 4, 2018. The tenants are granted a Monetary Order for this amount and the enforceable portion of this order will be reduced in accordance with any payments made to the tenants.
3. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute. The parties further agree that no future claims may arise from either party out of this tenancy which ended on April 28, 2018.

Each party confirmed that this agreement was reached voluntarily and that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

**This Decision and Settlement Agreement is final and binding on both parties.**

#### Conclusion

Pursuant to section 67 of the *Act*, I grant the tenants a Monetary Order in the amount of **\$700.00**. Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: June 18, 2018

---

Residential Tenancy Branch