



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLDWELL BANKER PRESTIGE REALTY
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MND, MNDC, FF

Introduction

On June 14, 2018 a hearing was conducted to address the landlord's application for a monetary order. The tenant did not attend the hearing. In a decision dated June 27, 2018 the Arbitrator granted the landlord a monetary order in the amount of \$4,616.25, for unpaid rent, liquidated damages, cost of cleaning and repairs and the filing fee.

On July 26, 2018 the tenant filed an application for review consideration on the grounds that she had not been served with the notice of hearing package. The reviewing Arbitrator proceeded to consider whether the tenant has established that a review hearing should be ordered to review the landlord's entitlement to the monetary order that was issued. Upon review, the tenant was granted a review hearing that was scheduled for this date at 11:00am.

The landlord testified that he had served the tenant with the hearing package for the hearing that took place on June 14, 2018. The landlord provided proof that he had served the tenant with the hearing package by registered mail to the forwarding address provided by the tenant. The package was returned as unclaimed. The tenant agreed that she had provided an address that was no longer available but had failed to inform the landlord of the updated address.

Both parties attended the hearing. Prior to the date of this hearing, the tenant had requested that this hearing be adjourned and obtained the landlord's permission in writing. However during the hearing the parties agreed to settle this dispute, instead of having the hearing adjourned.

Issues to be decided

Has the landlord established a monetary claim for unpaid rent, liquidated damages cost of cleaning and repairs and the filing fee?

Background and Evidence

This tenancy began on May 1, 2016. The tenancy agreement is a two year lease, ending on April 30, 2018. Monthly rent was \$3,800.00, due on the first day of each month. The landlord is holding a security deposit in the amount of \$1,900.00 and a pet deposit of \$1,900.00. The landlord testified that the tenant moved out of the rental unit without notice and in contravention of the lease. He stated that the tenant gave the landlord a letter on November 3, 2017, saying that she had left the rental unit.

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 tenant agreed to allow the landlord to retain the security and pet deposits in the total amount of \$3,800.00.
2. The tenant agreed to pay an additional \$1,900.00 to the landlord in full and final settlement of all claims against the landlord.
3. The landlord agreed to accept the security and pet deposits and \$1,900.00 in full and final settlement of all claims against the tenant.
4. A monetary order in this amount will be granted to the landlord
5. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of this dispute for both parties.

Pursuant to the above agreement, the landlord may retain both the security deposit in the amount of \$1,900.00 and the pet deposit in the amount of \$1,900.00 for a total of \$3,800.00.

In addition, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for **\$1,900.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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

The decision and monetary order in the amount of \$4,616.25, issued in favour of the landlord dated June 27, 2018, are **cancelled** and are of no force or effect.

I grant the landlord a monetary order in the amount of **\$1,900.00**.

The landlord may retain both the security deposit and the pet deposit in the total amount of \$3,800.00.

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: September 20, 2018

Residential Tenancy Branch