



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, MNSD, 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 construction work, for the loss of income, for damage to the landlord's trees, for the filing fee and to retain the security deposit in satisfaction of his claim. The tenant applied for the return of double the deposit, for an insurance deductible, cost of medication, cost of moving and for the recovery of the filing fee.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony and to make submissions. Both parties represented themselves. The tenant had two advocates present at the hearing to assist her

As both parties were in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidence in accordance with sections 88 and 89 of the *Act*.

Issues to be decided

Are the parties entitled to their monetary claims?

Background and Evidence

The tenancy started on July 15, 2017 for a fixed term ending July 31, 2018. The tenancy ended on July 15, 2018. The tenant gave the landlord her forwarding address on July 16, 2018 and the landlord made this application on July 30, 2018. Prior to moving in the tenant paid a total deposit of \$1,895.00

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 \$1,445.00 from the deposits in full and final settlement of all claims against the tenant. The landlord agreed to return the balance of \$450.00 to the tenant.
2. The tenant agreed to allow the landlord to retain \$1,445.00 from the deposits and agreed to accept \$450.00 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, 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 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 **\$450.00**. 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: November 30, 2018

Residential Tenancy Branch