



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SOUTHGATE LIVING LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for a loss of income 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, to make submissions and to call witnesses. Both parties were represented by their agents.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's application for dispute resolution and evidence. The tenant said that he had not submitted any evidence of his own. I find that the landlord was served with the tenant's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be Decided

Is the landlord entitled to a monetary order for loss of income and for the recovery of the filing fee?

Background and Evidence

The parties agreed that the tenancy started in November 2017 and that the tenant paid a security deposit of \$800.00 and a pet deposit of \$200.00. The tenant provided the landlord with written notice on June 03, 2018 and moved out on June 15, 2018. The landlord agreed that she had received a forwarding address on June 15, 2018. The landlord made this application on August 03, 2018.

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 return \$1,000.00 to the tenant in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$1,000.00 in full and final settlement of all claims against the landlord.
3. A monetary order in the amount of \$1,000.00 will be granted to the tenant.
4. 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.

As per the above agreement I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$1,000.00. 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

I grant the tenant a monetary order in the amount of **\$1,000.00**.

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: December 06, 2018

Residential Tenancy Branch