



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MND, MNDC, MNSD, 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 for the cost of repairs and cleaning, loss of income and for the recovery of the filing fee. The tenant applied for the return of the security deposit and 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. The tenant represented himself. The landlord was represented by their agents. 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 evidentiary materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the landlord entitled to a monetary order to recover the cost of repairs and cleaning, loss of income and for the recovery of the filing fee? Is the tenant entitled to the return of the security deposit and the filing fee?

### **Background and Evidence**

The tenancy started on May 21, 2018 for a fixed term ending on May 20, 2019. The tenant gave written notice on August 31, 2018 and moved out on September 03, 2018. The monthly rent was \$1,600.00 and the landlord has in her possession \$900.00 for a security deposit and key deposit. The landlord stated that a new tenant was found for September 15, 2018.

The claims of both parties were discussed at length. 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 keep the deposits of \$900.00
2. The tenant agreed to pay the landlord an additional sum of \$50.00 towards the landlord's claim, in full and final settlement of all claims against the landlord.
3. The landlord agreed to accept the deposits of \$900.00 plus an additional \$50.00 from the tenant as full and final settlement of all claims against the tenant. A monetary order in this amount will be issued in favour of the landlord.
4. Both 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.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of \$50.00. 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 landlord a monetary order in the amount of \$50.00.

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: January 11, 2019

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Residential Tenancy Branch