



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** MND, MNR, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order for loss of income, to recover the cost of repairs and 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. As both parties were in attendance I confirmed service of documents. The landlord testified that he had not served a copy of his evidence to the tenant and accordingly the documents filed into evidence by the landlord were not used in the making of this decision. The tenant testified that he had not filed any documents into evidence.

### **Issues to be decided**

Has the landlord established a claim for a monetary order for loss of income, to recover the cost of repairs and the filing fee?

### **Background and Evidence**

The tenancy started on September 2016. The tenant moved out in May 2018 and did not provide a forwarding address to the landlord. During the hearing the tenant provided an email address to the landlord and agreed to be served documents at this address. 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:

- The tenant agreed to allow the landlord to retain the security and pet deposits.
- The tenant agreed to pay an additional \$1,000.00 in installments of \$100.00 each starting February 01, 2019.
- The landlord agreed to accept the pet and security deposits plus \$1,000.00 in full and final settlement of all claims against the tenant. The landlord also agreed to the above schedule of payments. A monetary order in the amount of \$1,000.00 will be granted to the landlord.
- 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.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application.

I grant the landlord 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**

The landlord may retain the deposits. I grant the landlord an order for \$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: January 21, 2019

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Residential Tenancy Branch