



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order to recover a loss of income, the cost of cleaning, unpaid rent and utilities and for the recovery of the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

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 landlord was represented by her agent. As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's application for disputed resolution and evidence. The tenant stated that she had not submitted any evidence of her own. I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

Issues to be Decided

Is the landlord entitled to a monetary order?

Background and Evidence

The parties agreed that the tenancy started in February 2017 and that the tenant paid a security deposit of \$1,400.00. The landlord's monetary claim was discussed and 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 deposit of \$1,400.00 and to pay the landlord an additional sum of \$4,000.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security deposit of \$1,400.00 and an additional sum of \$4,000.00 in full and final settlement of all claims against the tenant.
3. A monetary order in the amount of \$4,000.00 will be granted to the landlord.
4. The tenant agreed to pay the landlord \$4,000.00 in installments and have the entire debt paid off in full, by May 31, 2019.
5. Both parties stated that they understood and agreed that the above particulars are binding and comprise full and final settlement of this dispute for both parties.

As per the above agreement I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for \$4,000.00. 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 security deposit of **\$1,400.00**.

I grant the landlord a monetary order in the amount of **\$4,000.00**.

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: February 14, 2019

Residential Tenancy Branch