



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, MNDC, FF*

Introduction

This hearing dealt with an application by the landlord for a monetary order for the cost of advertising, to recover loss of income and for the filing fee. The landlord also applied to retain the security deposit in 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 parties represented themselves.

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 retain the security deposit in satisfaction of her claim for the cost of advertising, loss of income and for the filing fee?

Background and Evidence

Both parties agreed that the tenancy started on April 01, 2018 for a fixed term of one year. The tenant moved out on October 14, 2018. The monthly rent was \$1,350.00 due on the first of each month. Prior to moving in the tenant paid a security deposit of \$675.00. The tenant provided the landlord with a forwarding address at the end of tenancy. The landlord made this application in a timely manner.

The damages claimed by the landlord 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 retain the security of \$675.00 and agreed to pay an additional \$400.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to retain the security of \$675.00 and accept an additional amount of \$400.00 in full and final settlement of all claims against the tenant. A monetary order in the amount of \$400.00 will be granted to the landlord.
3. 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.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for **\$400.00**. 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, that was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, 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 for \$400.00.

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 22, 2019

Residential Tenancy Branch