



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding J. D. NELSON & ASSOC.
LTD. and [tenant name suppressed to protect
privacy]

DECISION

Dispute Codes: MND, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover loss of income, the cost of cleaning and repair and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his 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 tenant represented herself. The landlord was represented by their agent. 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

Has the landlord established a monetary claim? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started on September 01, 2018 for a fixed term of one year. On February 13, 2019 the tenant served the landlord with notice to end the tenancy effective March 01, 2019. The monthly rent was \$1,800.00 and prior to moving in the tenant paid a security deposit of \$900.00. The tenancy ended on March 01, 2019.

The landlord's monetary claim was discussed at length 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 the settlement may be recorded in the form of a decision or an order. The parties agreed to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to retain the security deposit of \$900.00 and also agreed to pay the landlord an additional \$200.00, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept both the security deposit of \$900.00 plus an additional \$200.00 in full and final settlement of all claims against the tenant. A monetary order will be issued in favour of the landlord in the amount of \$200.00.
3. 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.

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. Pursuant to the agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, in the amount of \$200.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *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 for the amount of **\$200.00**.

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: May 02, 2019

Residential Tenancy Branch