



# Dispute Resolution Services

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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 bailiff's services, cleaning, unpaid rent and utilities and for the recovery of the filing fee. The tenant applied for the return of the security and pet deposits and compensation.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony and to make submissions. 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**

Are the parties entitled to their monetary claims?

### **Background and Evidence**

The tenancy started on June 01, 2016 and ended on April 10, 2019 pursuant to an order of possession granted to the landlord. The landlord claimed that the unit was left in a damaged and unclean condition and that she had to use a bailiff to gain possession of the rental unit. The landlord is claiming \$5,834.76.

The tenant stated that her belongings were disposed of by the bailiff or returned to her in a damaged condition. The tenant is claiming compensation in the amount of \$11,550.00.

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 \$1,275.00, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the deposits of \$1,275.00 from the tenant in full and final settlement of all claims against the tenant.
3. The tenant agreed not to return to the rental property or contact the landlord.
4. 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.

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 in the total amount of \$1,275.00.

The remainders of the applications of both parties are dismissed

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: August 06, 2019

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Residential Tenancy Branch