



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the tenant for a monetary order for the return of the security deposit, prorated rent 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. 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 tenant entitled to a monetary order for the return of the security deposit, prorated rent and the filing fee?

### **Background and Evidence**

The background facts are generally undisputed. Both parties agreed that on March 22, 2020, the parties entered into a tenancy agreement for a fixed term tenancy, that was due to start on April 15, 2020. The tenant paid a security deposit of \$725.00 and prorated rent for the period of April 15 to May 01, 2020 in the amount of \$821.75. On April 14, 2020 the tenant informed the landlord that she would not be moving in.

On April 20, 2020 the tenant provided the landlord with a forwarding address and made this application on April 26, 2020, for the return of the deposit and prorated rent.

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 landlord agreed to retain the security deposit and prorated rent in full and final settlement of all claims against the tenant.
2. The tenant agreed to allow the landlord to retain the security deposit and prorated rent in full and final settlement of all claims against 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.

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.

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

### **Conclusion**

The landlord may retain the security deposit and prorated rent.

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: June 15, 2020

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Residential Tenancy Branch