



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Noquits Property Management Services
Ltd and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDCL-S, MNRL-S, FFL, MNSDS-DR, FFT

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Landlord applied on August 7, 2020 for:

1. A Monetary Order for unpaid rent or utilities - Section 67;
2. A Monetary Order for compensation - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant applied on September 19, 2020 for:

1. An Order for the return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Parties were each given full opportunity under oath to be heard, to present evidence and to make submissions. After taking submissions on each application the Parties reached a settlement agreement. The Parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the Parties understood the nature of this full and final settlement of this matter.

Agreed Facts

The tenancy under written agreement was signed on July 7, 2020 for a tenancy to start August 1, 2020 on a fixed term to end July 31, 2020. The tenancy agreement includes a liquidated damages clause for a breach of the fixed term. Rent of \$1,815.00 was

payable on the first day of each month. At the outset of the tenancy the Landlord collected \$907.50 as a security deposit. The Tenant ended the tenancy on August 1, 2020 and did not move into the unit. The Tenant sent the Landlord its forwarding address in writing by registered mail on August 4, 2020 and the Landlord received the Tenant's forwarding address on or about August 6, 2020.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Landlord will retain the security deposit of \$907.50; and**
- 2. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63(2) of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. To give effect to this agreement I order the Landlord to retain the security deposit of \$907.50.

Conclusion

The Parties have settled their disputes with each other.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: November 26, 2020

Residential Tenancy Branch