



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the landlord pursuant to sections 67, 38 and 72 of the *Residential Tenancy Act*. The landlord applied for a monetary order to recover the costs of cleaning, repairs and the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim

Both parties attended this hearing and were given full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The parties represented themselves. The tenant was accompanied by her agent. As both parties attended, I confirmed service of documents. The tenant confirmed receipt of the landlord's evidence and stated that she did not file any of her own. I find that the tenant was 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 and if so in what amount?

### **Background and Evidence**

The tenancy started on February 15, 2018. The monthly rent is \$2,500.00 payable on the 15th of each month. The tenant moved out on June 14, 2020 and provided her forwarding address to the landlord on that date. The tenant agreed that she owed rent, had left behind some unwanted possessions and that some damage was done to the rental unit by her pet. The landlord acknowledged that she had made this application on July 24, 2020 which is beyond the 15-day time frame pursuant to s. 38 of the *Residential Tenancy Act*.

The landlord's monetary claim was 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 their dispute on the following terms:

1. The tenant agreed to pay the landlord \$4,000.00 by December 15, 2020, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$4,000.00 by December 15, 2020, in full and final settlement of all claims against the tenant.
3. A monetary order will be issued to the landlord in the amount of \$4,000.00.
4. The 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.

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$4,000.00**. 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 \$4,000.00.

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: November 12, 2020

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Residential Tenancy Branch