



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes:** *MNR, MNSD*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to sections 67 and 38 of the *Residential Tenancy Act*. The landlord applied for unpaid rent and to recover a loss of income. The landlord also applied to retain the security deposit in partial satisfaction of the 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 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 landlord entitled to a monetary order for unpaid rent and to recover a loss of income?

### **Background and Evidence**

The background facts are generally undisputed. The tenancy started on August 01, 2019 for a fixed term with an end date of July 31, 2020. The monthly rent was \$2,300.00 payable on the first of the month. Prior to moving in, the tenant paid a security deposit of \$1,150.00 which is currently held by the landlord. On April 29, 2020, the tenant provided the landlord with notice to end the tenancy effective May 31, 2020.

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 pay \$3,825.00 to the landlord by January 15, 2021, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept \$3,825.00 in full and final settlement of all claims against the tenant.
3. A monetary order in the amount of \$3,825.00 will be granted to the landlord.
4. 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.

As per the above agreement I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act*, for \$3,825.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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**

I grant the landlord a monetary order in the amount of **\$3,825.00**.

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: December 15, 2020

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Residential Tenancy Branch