



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Devon Properties Ltd
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes **MNDCL-S, MNRL-S, FFL**

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- A monetary order for damages or compensation and authorization to retain a security deposit pursuant to sections 38 and 67;
- A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67;
- Authorization to recover the filing fees from the tenant pursuant to section 72.

The tenant attended the hearing and the landlord was represented at the hearing by property manager, CT. As both parties were present, service of documents was confirmed. The tenant acknowledged service of the landlord's Application for Dispute Resolution Proceedings Package and the landlord acknowledged service of the tenant's evidence. Neither party raised any concerns with timely service of documents.

Background and evidence

The landlord testified that he no longer seeks a monetary order for rent, as the unit was re-rented immediately after the tenant vacated it. He only seeks \$500.00 of the tenant's \$800.00 security deposit as liquidated damages for ending the tenancy before the date specified on the fixed term tenancy agreement.

Settlement Reached

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The parties agree that the \$100.00 filing fee paid by the landlord will be split between the parties.
2. The landlord will return \$250.00 of the tenant's security deposit in full and final settlement of the landlord's application.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

In order to implement the above settlement, the tenant is awarded a monetary order in the amount of \$250.00.

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: January 07, 2021

Residential Tenancy Branch