



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL

Introduction

On July 15, 2022, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) to request a monetary order for unpaid rent, for compensation for monetary loss or other money owed, for permission to retain the security deposit and to request the recovery of the filing fee for this application. The matter was set for a conference call.

Two Agents for the Landlord (the Landlord”) and the Tenant attended the hearing and were each affirmed to be truthful in their testimony. The Landlord and Tenant were provided with the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

- Is the Landlord entitled to a monetary order for unpaid rent?
- Is the Landlord entitled to a monetary order for compensation for monetary loss or other money owed?
- Is the Landlord entitled to retain the security deposit for this tenancy?
- Is the Landlord entitled to the recovery of the filing fee for this application?

Background and Evidence

The tenancy agreement recorded that this tenancy began on November 16, 2016, as a one-year fixed term that continued as a month-to-month tenancy at the end of the first year. Rent in the amount of \$1,800.00 was to be paid by the first day of each month and Tenant paid the Landlord a \$900.00 security deposit.

During the hearing, both parties expressed a desire to enter into a mutual agreement to end the tenancy. Section 63 of the *Act* allows for the parties to consider a settlement to their dispute during the hearing, and that any settlement agreement reached during the hearing may be recorded in the form of a decision and an order. In accordance with this, an opportunity for a settlement discussion was presented, and the parties came to an agreement on a settlement that would resolve their dispute.

During the hearing, the parties agreed to the following settlement:

1. The Tenant and Landlord agreed that a total of \$2,400.00 was outstanding in rent for this tenancy.
2. The Tenant and Landlord agreed that the \$900.00 security deposit the Landlord is holding will be applied to the outstanding rent for this tenancy.
3. The Parties agreed that the Landlord would be given a monetary order for the outstanding rent, less the security deposit, in the amount of \$1,500.00.

The above terms of the settlement agreement were reviewed with all parties at the end of the hearing and all parties confirmed that they were entering into the settlement agreement on a voluntary basis. They also confirmed their understanding of the terms of the settlement agreement as full and final settlement of this matter.

Conclusion

The parties are ordered to comply with the terms of the settlement agreement as outlined in this decision.

I grant the Landlord a **Monetary Order** in the amount of **\$1,500.00**. The Landlord is provided with this Order in the above terms, and the Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: April 6, 2023

Residential Tenancy Branch