

DECISION

Introduction

This hearing dealt with the Landlord's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- a Monetary Order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

and the Tenant's Application for Dispute Resolution under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act
- a Monetary Order for compensation for the Landlord failing to accomplish the stated purpose on a notice to end tenancy under section 51 or 51.4 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Service of Notice of Dispute Resolution Proceeding (Proceeding Package)

I find that the Landlord(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

I find that the Tenant(s) acknowledged service of the Proceeding Package and are duly served in accordance with the Act.

Service of Evidence

Based on the submissions before me, I find that the Tenant's evidence was served to the Landlord in accordance with section 88 of the Act.

Based on the submissions before me, I find that the Landlord's evidence was served to the Tenant in accordance with section 88 of the Act.

Issues to be Decided

Is the landlord entitled to a Monetary Order for damage to the rental unit or common areas?

Is the landlord entitled to a Monetary Order for compensation for damage or loss under the Act?

Is the landlord entitled to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary award requested?

Is the Landlord entitled to recover the filing fee for this application from the Tennant?

Is the tenant entitled to a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act

Is the tenant entitled to a Monetary Order for compensation for the landlord failing to accomplish the stated purpose on a notice to end tenancy?

Is the Tennant entitled to recover the filing fee for this application from the Landlord?

Facts and Analysis

I have reviewed all evidence, including the testimony of the parties, but will refer only to what I find relevant for my decision.

Both parties agree that the security deposit is \$700.00.

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. 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 this hearing, the parties reached an agreement to settle, with the exception of a Monetary Order for compensation for the landlord failing to accomplish the stated purpose on a notice to end tenancy, all aspects of their dispute.

Both parties agreed to the following terms of a final and binding resolution of the parties' applications and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. The Tenant agreed the Landlord will retain \$350.00 of the security deposit.
2. The Tenant agreed to return the Landlord's chair by July 15, 2024. The Landlord agreed to pick up said chair.
3. The Landlord agrees to return \$350.00 of the Tenant's security deposit once the chair has been returned.

4. Both parties agreed that these particulars comprise the full settlement of all aspects of the parties' current applications for dispute resolution, with the exception of a Monetary Order for compensation for the landlord failing to accomplish the stated purpose on a notice to end tenancy, which is left in the hands of the arbitrator.

Is the tenant entitled to a Monetary Order for compensation for the landlord failing to accomplish the stated purpose on a notice to end tenancy?

Both parties agree that the Tenant vacated the rental unit after giving the Landlord a notice to end tenancy.

As the tenancy ended because of the Tenant's notice to end tenancy and not a notice to end tenancy served to the Tenant by the Landlord, I find the Tenant is not entitled to any compensation.

For the above reasons, the Tenant's application for a Monetary Order for compensation for the Landlord failing to accomplish the stated purpose on a notice to end tenancy under section 51 or 51.4 of the Act is dismissed without leave to reapply.

Conclusion

The Tenants application for a for a Monetary Order for compensation for the Landlord failing to accomplish the stated purpose on a notice to end tenancy under section 51 or 51.4 of the Act is dismissed without leave to reapply.

All other aspects of the parties' dispute are addressed in the settlement agreement.

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: July 4, 2024

Residential Tenancy Branch