



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, OPB, MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent, cost of repairs and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant moved out of the rental unit on July 28, 2011. Therefore, the landlord's application for an order of possession is no longer relevant and accordingly dismissed.

Issues to be Decided

Does the tenant owe rent? Is the tenant responsible for the cost of repairs? Is the landlord entitled to the filing fee?

Background and Evidence

The tenancy started on December 05, 2010 and the tenant paid a security deposit of \$445.00 and a pet deposit of \$150.00. The tenant moved out on July 28, 2011. 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 dispute resolution officer 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 allow the landlord to keep the security deposit of \$445.00 plus the pet deposit of \$150.00 in partial satisfaction of total amount that the tenant has agreed to pay the landlord.
2. The tenant agreed to pay the landlord \$645.00 in addition to the deposits, towards the cost of repairs and unpaid rent.
3. The landlord agreed to accept the deposits plus \$645.00 in full and final settlement of her claim against the tenant
4. The landlord agreed to refrain from making any future claims against the tenant for the cost of repairs to the rental unit.
5. The tenant agreed to refrain from making any future claims against the landlord for the return of the security deposit and other claims.
6. Both parties stated that they understood and agreed to the terms of the above agreement.

The parties agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

I order that the landlord retain the security deposit of \$445.00 and the pet deposit of \$150.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$645.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

Pursuant to the above agreement, I grant the landlord a monetary order in the amount of **\$645.00**.

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: August 19, 2011.

Residential Tenancy Branch