



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding COLD WATER RANCH (2011) LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

OPR, MNR, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for an order of possession and a monetary order for unpaid rent, and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim. 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 March 15, 2014. 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 cleaning? Is the landlord entitled to the filing fee? Is the landlord entitled to retain the security deposit in partial satisfaction of the claim?

Background and Evidence

The tenancy started on April 01, 2012 and the tenant paid a security deposit of \$1,050.00. The tenant moved out on March 15, 2014. 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 allow the landlord to keep the security deposit of \$1,050.00 and the tenant also agreed to pay the landlord and additional amount of \$325.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to keep the deposit of \$1,050.00 and accept a payment of \$325.00 in full and final settlement of all claims against the tenant.
3. The tenant agreed to continue the cleaning of the rental unit, as promised.
4. Both parties stated that they understood and 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 \$1,050.00 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 \$325.00. 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 **\$325.00**.

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: April 03, 2014

Residential Tenancy Branch

