



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CASCADIA APARTMENT RENTALS LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF

Introduction

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

- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested, pursuant to section 38; and
- authorization to recover the filing fee for this application from the tenant, pursuant to section 72.

The landlord's agent, KS ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present their sworn testimony, to make submissions and to call witnesses. The landlord confirmed that he is the residential manager of the rental unit building and that he had authority to represent the landlord company named in this application, as an agent at this hearing.

The tenant confirmed receipt of the landlord's application for dispute resolution hearing package ("Application"). In accordance with sections 89 and 90 of the *Act*, I find that the tenant was duly served with the landlord's Application.

Both parties confirmed that the landlord did not serve the tenant with his written evidence package for this hearing. I advised both parties during the hearing that I could not consider the landlord's written evidence package at this hearing, as it was not served on the tenant, as required by Rule 3.1 of the Residential Tenancy Branch Rules of Procedure.

Issues to be Decided

Is the landlord entitled to a monetary award for unpaid rent, damage, money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement?

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 tenant?

Background and Evidence

The landlord testified that this tenancy began on May 1, 2014 and was for a fixed term of one year, but the tenant vacated on August 31, 2014. Monthly rent in the amount of \$800.00 was payable on the first day of each month. A security deposit of \$400.00 was paid by the tenant and the landlord continues to retain this deposit in full. A written tenancy agreement governs this tenancy. Both parties agreed that move-in and move-out condition inspections occurred and reports were completed and provided to the tenant. The landlord testified that he received the tenant's forwarding address in writing on August 31, 2014.

The landlord seeks damage and cleaning costs, which he says were incurred at the end of this tenancy. The landlord seeks \$84.00 for carpet cleaning, \$48.00 for cleaning and materials, and \$135.00 for painting and materials. The landlord also seeks to recover the \$50.00 filing fee for his Application.

Analysis

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, engaged in a conversation, 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 with respect to this entire tenancy:

1. Both parties agreed that the landlord will retain \$150.00 from the tenant's security deposit;
2. Both parties agreed that the landlord will return the remainder of the tenant's security deposit in the amount of \$250.00 to the tenant by way of cheque to be sent out by registered mail by April 30, 2015 to the tenant's friend AB at the address provided by the tenant during the hearing;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's Application at this hearing and any issues arising out of this tenancy;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's potential monetary claims against the landlord arising out of this tenancy;

5. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties gave verbal sworn affirmation at the hearing that they understood and agreed to the above settlement terms free of any duress or coercion. Both parties testified that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain \$150.00 from the tenant's security deposit and to return the remainder of the tenant's security deposit in the amount of \$250.00 to the tenant.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$250.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to pay \$250.00 to the tenant. The tenant is provided with this Order in the above terms and the landlord must be served with a copy of this Order in the event that the landlord fails to pay \$250.00 to the tenant. Should the landlord 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 14, 2015

Residential Tenancy Branch

