



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVENT REAL ESTATE SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNR, MNSD, MNDC, FF

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover a loss of income, liquidated damages and the filing fee. The landlord also applied to retain the security and pet deposits in partial satisfaction of her claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the start of the hearing, the tenant informed me that the landlord had accepted the security and pet deposits as rent for the last month of tenancy. The landlord agreed.

Issues to be decided

Has the landlord established a claim for a loss of income, liquidated damages and the filing fee?

Background and Evidence

The tenancy started on October 05, 2015 for a fixed term of one year. The monthly rent was \$1,700.00 due on the first of each month. The tenant stated that for financial reasons, he had to end the tenancy on July 31, 2016. Both parties agreed that the tenancy agreement contained a clause requiring the tenant to pay liquidated damages in the amount of \$1,700.00 in the event that the tenant ended the tenancy prior to the end date of the fixed term.

During the hearing the landlord agreed to withdraw her claim for loss of income. 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 the settlement may be recorded in the form of a decision or an order.

The parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to accept a total of \$1,000.00 in full and final settlement of all claims against the tenant.
2. The tenant agreed to pay \$1,000.00 to the landlord in full and final settlement of all claims against the landlord. A monetary order will be issued in favour of the landlord, in the amount of \$1,000.00.
3. The landlord agreed to accept the payment in installments of \$50.00 for 20 months payable on the 15th of each month, starting February 15, 2017
4. The tenant agreed to make installment payments of \$50.00 on the 15th of each month starting February 15, 2017 and continuing until the debt was fully satisfied. The tenant agreed that the entire amount will be paid by or before October 15, 2018.
5. 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.

Conclusion

Pursuant to the above agreement, I grant the landlord a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$1,000.00**. If necessary, this order may be filed in the Small Claims 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: February 02, 2017

Residential Tenancy Branch