



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* for Orders as follows:

1. A Monetary Order for unpaid rent - Section 67;
2. An Order to retain the security and pet deposit - Section 38;
3. An Order to recover the filing fee for this application - Section 72.

Both Parties attended the conference call hearing. At the outset, both Parties indicated their desire to resolve the dispute to enable the tenancy to continue.

Background and Evidence

The following are undisputed facts confirmed at the hearing:

The tenancy began on September 1, 2010 and ended on February 28, 2011. Rent in the amount of \$1,250.00 was payable in advance on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit from the Tenant in the amount of \$625.00 and a pet deposit in the amount of \$625.00. The Tenant did not pay rent for the month of February 2011.

During the hearing, the Parties reached an agreement to settle their dispute.

Analysis

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.

- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the parties desire to settle their dispute during the proceedings, and agreement reached between the parties during the proceedings, I find that the parties have settled their dispute over the monetary amounts claimed and the following records this settlement as a decision:

- 1. The Landlord will keep the security and pet deposit in the combined amount of \$1,250.00 in lieu of February 2011 rent owed.**
- 2. The Tenants will forgo reimbursement of the security and pet deposit in the combined amount of \$1,250.00 in lieu of February 2011 rent payable.**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

Conclusion

The Parties have resolved the dispute as set out on the mutually agreed upon terms and the application for dispute resolution is therefore dismissed.

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: June 01, 2011.

Residential Tenancy Branch