



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC, MNSD, MNR, MND, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the landlord and the tenant. Both parties applied: to retain and return respectively, all or part of the pet damage and security deposit; for money owed or compensation for damage or loss under the *Residential Tenancy Act* (referred to as the “Act”), regulation or tenancy agreement; and the recover the filing fee for the cost of their applications. The landlord also applied for a Monetary Order for damages to the rental suite and for unpaid rent and utilities.

The landlord and the tenant appeared for the hearing and both parties confirmed receipt of the other party’s hearing documents. The landlord did not receive one set of evidence from the tenant which was also served late to the Residential Tenancy Branch and therefore, this was not considered throughout the hearing.

Analysis & Conclusion

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.

After a lengthy discussion between the parties surrounding the circumstances of the dispute, both parties **agreed** to settle their respective applications in full under the following terms:

1. The tenant consents to the landlord deducting \$550.00 from the tenant’s security deposit of \$1,100.00.
2. The landlord agreed to return the resulting amount of \$550.00 to the tenant forthwith upon receipt of this decision.

3. The tenant is issued with a Monetary Order in the amount of \$550.00, which the tenant can enforce **if** the landlord fails to make the above payment.

Both parties are cautioned to keep detailed written records of any transactions that are made with regards to the above terms of the agreement.

For the reasons set out above, I hereby grant the tenant a Monetary Order in the amount of **\$550.00**.

This order is final and binding on the parties and may be enforced.

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: January 17, 2014

Residential Tenancy Branch

