



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNR, MNSD, FF

### Introduction

This hearing dealt with the Application for Dispute Resolution of the Landlord seeking monetary orders for alleged damages to the rental unit, for cleaning, for unpaid rent, to keep the security deposit in partial satisfaction of the claims and to recover the filing fee paid for the Application.

Both parties appeared at the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Resolution

During the course of the hearing both parties agreed to resolve the dispute through mutual agreement. Pursuant to section 63 of the Act, I record the terms of their settlement in this decision. The parties agreed as follows:

1. That the Tenant shall pay the Landlord the sum of **\$437.50** (calculated as \$975.00 in rent for one month plus \$50.00 for the filing fee, and the Landlord shall keep the security deposit and pet damage deposits of \$587.50 in partial satisfaction, and the Tenant shall pay the Landlord the balance of \$437.50);
2. The Tenant shall not interfere with the current or any future tenancy in the subject rental unit; and
3. The parties agree that this settlement resolves all disputes between them arising from the tenancy.

As agreed to by both parties, I have granted the Landlord a monetary order in the above amount. The monetary order must be served on the Tenant and may be enforced in the Provincial Court of British Columbia.

This decision is final and binding on the parties, unless otherwise provided under the Act, and is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the Act.

Dated: March 31, 2014

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Residential Tenancy Branch

