



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Milner Group Ventures Inc.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MND; MNR; MNSD; MNDC; FF

Introduction

This teleconference was scheduled to hear the Landlord's Application for Dispute Resolution seeking a monetary award for damages and unpaid rent; compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit and pet damage deposit towards partial satisfaction of his monetary award; and to recover the cost of the filing fee from the Tenant.

The Hearing was attended by both parties, who gave affirmed testimony.

Settlement

During the course of the Hearing, the Landlord withdrew his Application for Dispute Resolution and the parties came to a mutual agreement. I hereby record the terms of their settlement agreement, pursuant to the provisions of Section 63 of the Act:

1. In satisfaction of all claims the Landlord and Tenant now have or may have arising from this tenancy, the parties agree that the Landlord will retain the security deposit and the pet damage deposit in the total amount of \$1,700.00. In addition, the Tenant will pay the Landlord the amount of \$3,400.00.
2. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion

In support of this settlement, I grant the Landlord a Monetary Order in the amount of **\$3,400.00** for service upon the Tenant. This Order may be filed in Small Claims Court and enforced as an Order of that Court.

The Landlord may retain the security deposit and pet damage deposit.

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 04, 2014

Residential Tenancy Branch

