



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This was a hearing with respect to the landlord's application for a monetary award and an order to retain the tenants' security and pet deposits in partial satisfaction of the monetary claim. The hearing was conducted by conference call. The landlord and the tenant called in and participated in the hearing.

### Issue(s) to be Decided

Is the landlord entitled to a monetary award and if so, in what amount?

### Background and Evidence

At the hearing the landlord and the tenant advised me that they have agreed to settle the landlord's claim and to resolve and determine all disputes related to the tenancy.

When the tenancy began on October 1, 2013 the tenants paid a security deposit of \$450.00 and a pet deposit of \$450.00. The tenants have moved out and the tenancy has ended. In the application for dispute resolution the landlord claimed payment of the sum of \$1,412.20, said to be for unpaid utilities and loss of rental income for the month of April, 2014.

At the hearing the landlord and the tenant confirmed that they have agreed that the landlord will keep the tenants' security and pet deposits in the total amount of \$900.00 in full and final satisfaction of all her claims in this proceeding. The landlord and the tenant also agreed that neither party will take any further proceedings related to this tenancy. The landlord and the tenant requested that I record the terms of their settlement agreement in the form of a binding decision.

Conclusion

Pursuant to the agreement of the parties as stated above, I order that the landlord retain the tenants' security and pet deposits in the total amount of \$900.00, in full and final satisfaction of any and all claims that she can or may have arising out of the tenancy or its termination.

The landlord and the tenant have agreed that this constitutes a final settlement of all matters relating to this tenancy and neither party will commence any further proceedings or make any claims against the other relating in any way to the tenancy.

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: August 08, 2014

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Residential Tenancy Branch

