



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Proline Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes:

Landlord's application (filed March 10, 2014): MNDC, MND, MNSD, MNR, FF

Tenant's application (filed June 13, 2014): MNSD, MNDC, FF, O

Introduction

This Hearing was convened to consider cross applications. The Landlord filed an Application for Dispute Resolution seeking a monetary award for damages and unpaid utilities; compensation for damage or loss under the Act, regulation or tenancy agreement; to apply the security deposit towards partial satisfaction of its monetary award; and to recover the cost of the filing fee from the Tenant.

The female Tenant filed an Application for Dispute Resolution seeking return of the security deposit; for compensation for damage or loss under the Act, regulation or tenancy agreement; to recover the cost of the filing fee from the Landlord; and for "other" orders.

The parties and the Landlord's witness gave affirmed testimony at the Hearing.

These matters were first convened on June 25, 2014. The Landlord's application for an adjournment was granted on June 25, 2014. An interim Decision was provided on June 30, 2014, which should be read in conjunction with this Decision.

During the course of the Hearing, the parties reached a settlement agreement. Pursuant to the provisions of Section 63 of the Act and at the request of the parties, I have hereby recorded the terms of the settlement. **In satisfaction of all claims the Landlord and Tenants now have or may have arising from this tenancy**, the parties agree:

1. That the Landlord will retain the security deposit and pet damage deposit in the total amount of **\$1,875.00**.
2. The Tenants will pay the Landlord **\$125.00** by money order, certified cheque or cash by September 18, 2015.
3. 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 the settlement agreement, I hereby provide the Landlord with a Monetary Order in the amount of **\$125.00**. In the event that the Tenants fail to pay \$125.00 to the Landlord pursuant to the settlement agreement, by September 18, 2015, the Landlord may serve the Tenants with the enclosed Order, which may be filed in the Provincial Court of British Columbia (Small Claims Court) and enforced as an Order of that Court.

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: September 22, 2014

Residential Tenancy Branch

