

# **Dispute Resolution Services**

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MRB Holdings Ltd. and [tenant name suppressed to protect privacy]

## **DECISION**

# **Dispute Codes:**

OPR, OPC, MNR, MNSD, MNDC, FF

## Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent, an Order of Possession for Cause, a monetary Order for unpaid rent, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution. At the outset of the hearing the Agent for the Landlord withdrew the application for an Order of Possession, as the rental unit was vacated on October 01, 2014.

Both parties were represented at the hearing.

#### Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent and to keep all or part of the security deposit?

#### Background and Evidence

After considerable discussion the Landlord and the Tenant mutually agreed to settle this dispute in accordance with the following terms:

- The Landlord will retain the \$440.00 security deposit and \$50.00 pet damage deposit in compensation for unpaid rent and cleaning costs
- Neither party will file another Application for Dispute Resolution in regards to this tenancy.

## <u>Analysis</u>

This dispute has been settled by the mutual consent in accordance with the aforementioned terms.

### Conclusion

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This settlement agreement has been recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: November 08, 2014

Residential Tenancy Branch