



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNR MNSD FF

### Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Landlord on May 14, 2015. The Landlord filed seeking to obtain a Monetary Order for: unpaid rent or Utilities; to keep all or part of the security and or pet deposit; and to recover the cost of the filing fee from the Tenants for this application.

The hearing was conducted via teleconference and was attended by the Landlord and the Tenant. I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

Each person gave affirmed testimony. The Landlord affirmed that they served the Residential Tenancy Branch (RTB) with copies of the same documents they served the Tenant. The Tenant acknowledged receipt of the Landlord's evidence and no issues were raised regarding service or receipt of that evidence.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. Following is a summary of the submissions and includes only that which is relevant to the matters before me.

### Issue(s) to be Decided

Have the parties agreed to settle these matters?

### Background and Evidence

The undisputed evidence was the Tenant entered into a fixed term tenancy agreement that began on June 13, 2014 that switched to a month to month tenancy after December 15, 2014. Rent was payable on or before the first of each month and on June 1, 2014 the Tenant paid \$600.00 as the security deposit plus \$300.00 as the pet deposit. The Tenant vacated the rental property April 30, 2015. The Landlord received the Tenant's forwarding address via text message on May 1, 2015. The Landlord returned \$275.00 of the Tenant's deposits and retained the balance of \$625.00.

During the course of this proceeding the parties agreed to settle these matters.

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order.

During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute on the following terms:

- 1) The Landlord agreed to withdraw their application for Dispute Resolution;
- 2) The parties agreed the Landlord would retain \$325.00 of the deposits;
- 3) The Landlord agreed to return \$300.00 of the deposit money to the Tenant via email transfer;
- 4) In consideration for this mutual settlement the parties agreed that no further claims will be made by either party whatsoever arising from this tenancy; and
- 5) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

### Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the *Act*.

In support of the settlement agreement, The Tenant has been issued a Monetary Order for **\$300.00**. This Order is legally binding and must be served upon the Landlord in the event the Landlord does not comply with the settlement agreement.

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: October 28, 2015

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Residential Tenancy Branch

