



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR, MNDC, MNSD, FF

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord for a monetary order for damage to the unit, site or property; for unpaid rent or utilities; for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement; for an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenant for the cost of the application.

The landlord company was represented at the hearing by an agent, being the property manager of the rental complex and was accompanied by a witness, the building manager of the rental complex. The tenant also attended the hearing.

At the commencement of the hearing, the tenant advised that another application for dispute resolution between the parties has been filed by the tenant seeking a monetary order for return of the pet damage deposit and security deposit, and is scheduled for hearing on February 25, 2016. The tenant applied to have that matter joined to be heard with this matter, and the landlord's agent consented. Therefore, I ordered that the tenant's application be joined to be heard with the landlord's application that is currently before me, and the February 25, 2016 hearing is cancelled, by consent. The style of cause on the frontal page of this Decision sets out those amendments.

During the course of the hearing the parties agreed to settle these disputes in the following terms:

1. The landlord will keep the \$650.00 pet damage deposit and the \$650.00 security deposit in full satisfaction of the landlord's claim for unpaid rent;
2. The landlord withdraws the landlord's claims for damages;
3. The tenant withdraws the tenant's claim for a monetary order for return of all or part of the pet damage deposit or security deposit;

Conclusion

For the reasons set out above, and by consent, I hereby order the landlord to keep the \$650.00 security deposit and the \$650.00 pet damage deposit in full satisfaction of the landlord's claims herein.

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: November 05, 2015

Residential Tenancy Branch

