



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding DUMAC HOLDINGS
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes

MNSD MNDC FF

Introduction

This hearing was convened in response to cross-applications by the parties pursuant to the *Residential Tenancy Act* for Orders as follows:

Landlord:

- a monetary order for damages pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Tenant:

- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38;

All named parties attended the hearing. During the hearing, the parties expressed an interest and were successful in resolving this dispute by mutual agreement. I agreed to assist the parties in settling their dispute in accordance with section 63 of the *Act*.

Analysis

Pursuant to section 63 of the *Act*, an 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.

The parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agrees the landlord may retain the security deposit, pet deposit and key deposit in the amount of \$750.00.
2. The tenant further agrees to pay to the landlord an amount of **\$677.00** as full and final settlement of all matters arising out of this tenancy. Payments are to be made by e-transfer to the landlord's e-mail address in accordance with the following payment plan:
 - i. First payment of \$200.00 payable on or before August 19, 2016;
 - ii. Second payment of \$100.00 payable on or before September 1, 2016;
 - iii. Third payment of \$100.00 payable on or before October 1, 2016;
 - iv. Fourth payment of \$100.00 payable on or before November 1, 2016;
 - v. Fifth payment of \$100.00 payable on or before December 1, 2016;
 - vi. Sixth and final payment of \$77.00 payable on or before January 1, 2017;
3. The tenant further agrees that the landlord is entitled to a **Monetary Order** for **\$677.00** to be enforced only if the tenant defaults on any of the above payments. The enforceable portion of this order will be reduced in accordance with any payments received by the landlord.

Each party confirmed that they understood the terms of the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of this dispute.

This Decision and Settlement Agreement is final and binding on both parties.

Conclusion

Pursuant to section 67 of the *Act* and subject to the conditions described above, I grant the landlord a Monetary Order in the amount of **\$677.00**. Should the tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial 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: August 18, 2016

Residential Tenancy Branch