



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

OPB, MNSD, MNDC, FF, O

### 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, a monetary Order for money owed or compensation for damage or loss, to retain all or part of the security deposit, for "other", and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that on August 10, 2016 the Application for Dispute Resolution, the Notice of Hearing and documents the Landlord submitted with the Application for Dispute Resolution were personally served to the Tenant. The Tenant acknowledged receipt of these documents.

The Tenant stated that he has not had time to submit evidence, due to the late service of the aforementioned documents. The parties were advised that the hearing would proceed and that the hearing would be adjourned if, by the end of the hearing, the Tenant felt it was necessary to submit evidence. At the end of the hearing the Tenant indicated an adjournment was not necessary.

### Issue(s) to be Decided

Is the Landlord entitled to an Order of Possession?

Is the Landlord entitled to a monetary Order?

Is the Landlord entitled to retain all or part of the security deposit?

### Background and Evidence

After considerable discussion the Landlord and the Tenant mutually agreed to settle all issues in this dispute under the following terms:

- the tenancy will continue;
- the Landlord will withdraw the Notice to End Tenancy that was served on July 27, 2016, which is not the subject of these proceedings;

- the Tenant will sign a fixed term tenancy agreement (lease) for a period of one year, the fixed term of which will begin on September 01, 2016;
- the Tenant's current roommate will be named as an occupant on that fixed term tenancy agreement;
- the Tenant will pay rent of \$720.00, effective September 01, 2016;
- the Tenant may keep one cat;
- the Tenant will pay a pet damage deposit of \$100.00 by September 01, 2016; and
- the Tenant will pay the Landlord \$50.00 by September 01, 2016, which is 50% of the fee paid to file this Application for Dispute Resolution.

### Analysis

This matter has been settled in accordance with the aforementioned settlement agreement.

### Conclusion

The parties are obligated to comply with the terms of the settlement agreement recorded in this decision.

This settlement agreement is 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: August 18, 2016

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Residential Tenancy Branch