



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SEVILLE MANAGEMENT AND LEASING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR MNDC FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for a monetary order for unpaid rent 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; and authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. The tenant acknowledged receipt of the landlord's Application for Dispute Resolution and evidence package. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Background and Evidence

This tenancy began on January 1, 2016 with a monthly rental amount of \$1150.00. The tenancy agreement was submitted as evidence for this hearing. The tenancy was set for a fixed term of one year. As a result of a 10 Day Notice to End Tenancy for Unpaid Rent ("10 Day Notice"), an adjudicator of the Residential Tenancy Branch issued an Order of Possession to the landlord on September 19, 2016. The tenant vacated the rental unit before the end of September 2016 – neither party was certain of the exact date.

The tenant provided her forwarding address to the landlord by email on October 20, 2016. Ultimately, the landlord agreed to retain both the tenant's \$575.00 security deposit and the tenant's \$175.00 pet damage deposit to satisfy all amounts owed by the tenant.

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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

The Parties mutually agreed as follows:

1. The tenant agreed that the landlord will retain her \$575.00 security deposit.
2. The tenant agreed that the landlord will retain her \$175.00 pet damage deposit.
3. The landlord agreed that their retention of the tenant's deposits will satisfy all debts owed by the tenant to the landlord.
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

In order to give effect to this settlement agreement, I allow the landlord to retain the tenant's \$575.00 security deposit and the tenant's \$175.00 pet damage deposit.

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: April 27, 2017

Residential Tenancy Branch