



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ASSOCIA BRITISH COLUMBIA, INC  
and [tenant name suppressed to protect privacy]

## **AGREEMENT REACHED BETWEEN BOTH PARTIES**

### Dispute Codes

MND, MNSD, FF

### Introduction

This matter dealt with an application by the landlord for a Monetary Order for damage to the unit, site or property; for an Order permitting the landlord to keep all or part of the security and pet deposits and to recover the filing fee from the tenants for the cost of this proceeding.

**Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to a resolution. Specifically, it was agreed as follows;

- The tenants agreed to authorise their insurance company to release the previously agreed upon sum of \$10,000.00 to the landlord;
- The landlord agreed to sign a release to legally release the tenants, the tenants' representatives and the tenants' insurer from any and all further claims arising from this incident;
- The tenants agree to pay the balance of the landlord's claim for the damage caused by the flood to a total amount of \$1,665.79;

- The tenants agreed the landlord may retain the amount of \$199.25 from the security deposit of \$455.00 to cover damage caused to the linoleum in the rental unit and for carpet cleaning;
- The tenants agreed the landlord may retain the amount of \$250.00 from the pet deposit of \$455.00 for the pet damage caused to the carpet;
- The tenants agreed the landlord may retain the balance of the security deposit of \$255.75, the balance of the pet damage deposit of \$205.00 and the remote deposit of \$120.00 in partial satisfaction of the tenants agreed upon debt to the landlord;
- The tenants therefore agreed that they will provide a money order or certified cheque to the landlord for the total amount of \$1,085.04 on or before the close of business on June 09, 2017;
- The parties agreed the landlord will be issued a Monetary Order for the amount of \$1,085.04. This Order will only be served upon the tenants and enforced in the event the tenants do not abide by this agreement;
- The parties agreed that no further monetary claims will be made against the other party.

These particulars 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. Both parties understood and agreed that the above terms settle all aspects of the dispute and are **final and binding on both parties** and that any Order is enforceable.

#### Conclusion

This settlement agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement. Should either party violate the terms of this settled agreement, it is open to the other party to take steps under the *Act* to seek remedy.

As this matter was settled, I have not awarded the landlord the recovery of the filing fee.

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: June 08, 2017

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Residential Tenancy Branch