



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WEST 4TH PROPERTY INC. C/O MARTELLO PROPERTY SERVICES  
INC.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with the landlord's application for a Monetary Order for unpaid and loss of rent and liquidated damages; and, authorization to retain the security deposit and pet damage deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

After both parties had an opportunity to be heard, I was able to facilitate a settlement agreement between the parties. I have recorded the terms of settlement by way of this decision and the Monetary Order that accompanies it.

### Issue(s) to be Decided

1. What are the terms of settlement?

### Background and Evidence

The parties mutually agreed upon the following terms in full and final satisfaction of any and all claims related to this tenancy:

1. The landlord is authorized to retain the tenant's security deposit and pet damage deposit in satisfaction of unpaid rent for December 2016.
2. The tenant shall pay the landlord the balance of unpaid rent for January 2017 in the amount of \$1,050.00.
3. The landlord waives any entitlement to recover liquidated damages or any other losses, including loss of rent, from the tenant with respect to this tenancy.

4. The tenant shall not make any claims against the landlord with respect to this tenancy.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the settlement agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

In recognition of the settlement agreement, I have provided the landlord with a Monetary Order in the amount of \$1,050.00 to serve and enforce upon the tenant as necessary.

For added clarity, the landlord is authorized to retain the tenant's deposits.

Both parties are now precluded from making any other claims against the other with respect to this tenancy.

### Conclusion

The parties entered into a full and final settlement agreement during the hearing. I have recorded the terms of settlement in this decision. In recognition of the settlement agreement, I have provided the landlord with a Monetary Order in the amount of \$1,050.00 to serve and enforce upon the tenant as necessary.

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: July 04, 2017

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Residential Tenancy Branch