



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act"). The landlord applied for a monetary claim of \$10,520.00 for damages to the rental unit or property, for authorization to retain the tenants' security deposit and pet damage deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord, the tenant and legal counsel for the tenant ("counsel") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed that they were served with the landlord's documentary evidence. The tenant affirmed that they did not submit any documentary evidence in response to the landlord's application.

Preliminary and Procedural Matter

The parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*?
- What should happen to the tenant's security deposit and pet damage deposit under the *Act*?

- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the tenant surrenders his full security deposit of \$1,000.00 and pet damage deposit of \$1,000.00 for a total of \$2,000.00 in combined deposits to the landlord to compensate the landlord for any loss.
2. The tenant agrees that the landlord has complied with the *Act*, regulation and policy guidelines and is not accusing the landlord of any wrongdoing.
3. The landlord agrees to withdraw their application in full as part of this mutually settled agreement and waives the filing fee.
4. Both parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I order the parties to comply with the terms of their settled agreement. The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 17, 2018

Residential Tenancy Branch