



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDLS FFL

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 \$650.00 for damages to the rental unit or property, for authorization to retain the tenant's security deposit and to recover the cost of the filing fee.

The landlord, a support person for the landlord, the tenant and a witness for the tenant who did not testify 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 and that they had the opportunity to review that evidence prior the hearing. The tenant affirmed that they did not submit any documentary evidence in response to the landlord's application. The parties did confirm that the tenant application for dispute resolution, the file number of which has been included on the cover page of this decision for ease of reference currently scheduled for November 1, 2018 at 1:30 p.m. Pacific Time.

Preliminary and Procedural Matters

At the outset of the hearing the parties confirmed their email addresses. The parties confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*?
- What should happen to the tenant's security 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 \$50.00 of her \$300.00 pet damage deposit to the landlord; and none of her \$650.00 security deposit.
2. The parties agree that the landlord will return a total of **\$670.63** to the tenant no later than May 29, 2018 by 3:00 p.m. Pacific Time by e-transfer.
3. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$670.63 which will have no force or effect if the landlord pays the tenant in accordance with #2 above.
4. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.
5. The tenant agrees to withdraw their application currently scheduled for November 1, 2018 at 1:30 p.m. Pacific Time, as part of this mutually settled agreement. The file number has been included on the cover page of this decision for ease of reference.
6. 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 tenant has been granted a monetary order in the amount of \$670.63 which will be of no force or effect if the amount owing has been paid as described above. If the landlord does not pay the amount as described above, the monetary order must be

served on the landlord by the tenant and the order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: May 16, 2018

Residential Tenancy Branch