



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Sheffield Property Corp
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNR, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on November 7, 2017 for:

1. An Order for the return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Landlord applied on November 16, 2017 for:

1. A Monetary Order for damage to the unit - Section 67;
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. An Order to retain the security deposit - Sections 38; and
4. An Order to recover the filing fee for this application - Section 72.

Both Parties attended the conference call hearing. The Tenant and Landlord were each given full opportunity under oath to be heard, to present evidence and to make submissions. After providing their evidence the Parties indicated their desire to reach a mutual agreement to resolve the dispute and did reach a settlement agreement. 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 all of the claims in each of their applications.

Agreed Facts

The tenancy began on November 15, 2014 and ended on October 15, 2017. Rent of \$1,446.00 was payable on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit of \$697.50 and a pet deposit of \$697.50 from the Tenant. The Tenant failed to pay the last month's rent of \$1,446.00 and left some damages to the unit. The Tenant has dealt with the Landlord's Agent SM during the tenancy.

It is noted that Agent SM's full name is noted on the front cover of this Decision.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Tenant will pay \$1,446.00 to the Landlord or the Landlord's Agent SM by e-transfer no later than 5:00 p.m. on June 15, 2018;**
- 2. The Landlord will retain the combined security and pet deposit plus zero interest of \$1,395.00; and**
- 3. These terms comprise the full and final settlement of all aspects of the dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the settlement may be recorded in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. To give effect to the settlement agreement I order the Landlord to retain the security and pet deposit plus zero interest of **\$1,395.00** and I grant the Landlord a monetary order for **\$1,446.00** to be enforced only if the Tenant fails to pay the Landlord as agreed above.

Conclusion

The Parties have settled the dispute as set out above.

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 13, 2018

Residential Tenancy Branch