



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes            MNSD, FFT

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") under the *Residential Tenancy Act* ("Act"). The tenant applied for the return of her security deposit and pet damage deposit, and to recover the cost of the filing fee.

The tenant and the landlord 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.

No service issues were raised regarding documentary evidence.

### Preliminary and Procedural Matters

By consent of the parties, the surname of the landlord was corrected. This decision now reflects the correct surname of the landlord.

In addition to the above, 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 and that the monetary order would only be emailed to the tenant.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the landlord owes the tenant **\$800.00** for the return of the tenant's combined deposits (security deposit of \$400.00 and pet damage deposit of \$400.00).

2. The landlord agrees to pay the tenant **\$200.00** per month for four months starting July 20, 2018 and continuing on the 20<sup>th</sup> of August, September, and October of 2018 by e-transfer. The tenant's email address was confirmed by the parties during the hearing and is included on the cover page of this decision for ease of reference.
3. The tenant agrees to withdraw their application in full as part of this mutually settled agreement and waives the filing fee.
4. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$800.00 which will be of no force or effect if the landlord pays the tenant in accordance with #2 above.

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 pursuant to section 63 of the *Act*.

The tenant has been granted a monetary order in the amount of \$800.00 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, this order must be served on the landlord by the tenant and the monetary 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: July 11, 2018

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Residential Tenancy Branch