



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ASSOCIA BRITISH COLUMBIA, INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDLS FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for loss and damages pursuant to section 67;
- authorization to retain the security deposit for this tenancy pursuant to section 38; and
- recovery of the filing fees from the tenants pursuant to section 72.

Both parties were represented at the hearing and given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The corporate landlord was represented by its agent AG (the "landlord"). The tenants were represented by their agent GM (the "tenant").

As both parties were represented service was confirmed. The tenant confirmed receipt of the landlord's application, amendment and evidentiary materials. The tenant said they had not filed any materials. Based on the undisputed testimony I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The landlord is authorized to retain the \$700.00 security deposit and \$700.00 pet damage deposit for this tenancy.
2. The tenants will pay the landlord the sum of \$750.00 by September 21, 2018.
3. This settlement agreement constitutes a final and binding resolution of the landlord's application at this hearing.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

I issue a monetary Order in the landlord's favour in the amount of \$750.00, to be used **only** in the event that the tenants do not abide by the monetary terms of the settlement agreement outlined above. Should the tenants fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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: August 16, 2018

Residential Tenancy Branch