



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, FFL

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

- a monetary order for unpaid rent pursuant to section 67;
- authorization to apply the security deposit to the order for outstanding rent pursuant to section 72; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant attended. The agent RH appeared for the landlord ("the landlord"). Both parties were given a full opportunity to be heard, to present their affirmed testimony, and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

## **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. Given the

agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

1. The parties agree the landlord is entitled to deduct from the security and pet deposit of \$825.00 currently held by the landlord, the following amounts for rent, cleaning and reimbursement of the filing fee:

ITEM	AMOUNT
Security and pet deposit held by the landlord	\$825.00
Less outstanding rent	(\$180.00)
Less cleaning expenses	(\$212.00)
Less one-half filing fee	(\$50.00)
<b>BALANCE OF SECURITY AND PET DEPOSIT</b>	<b>\$383.00</b>

2. The landlord agrees to pay the balance of the tenant's security and pet deposit of \$383.00 forthwith to the tenant and no later than 1:00 PM on September 30, 2018;
3. To give effect to the settlement reached between the parties I issue to the tenants the attached Monetary Order in the amount of **\$383.00** to be served on the landlord by the tenants **only** if the landlord fails to pay the tenants the full amount of **\$383.00** by 1:00 PM on September 30, 2018;
4. The landlord withdraws all remaining claims against the tenant;
5. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable and settle all aspects of this dispute.

Based on the above, I accept that all matters between these parties raised in this application are resolved.

Should the landlord 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. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenants are enforcing the Monetary Order.

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: September 19, 2018

---

Residential Tenancy Branch