



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND, MNSD, FFL

### Introduction

On June 1, 2018, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for damage to the unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. At the start of the hearing I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Background:

The parties testified that the tenancy began on June 1, 2016, and ended on July 7, 2017. The Tenants paid the Landlord a security deposit of 1,200.00 and a pet damage deposit and landscaping deposit of \$1,000.00.

The Landlord is seeking to keep the deposits for damage caused to the rental unit and property.

### Settlement Agreement

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

1. The parties agree that the Landlord can keep \$1,000.00 of the deposits towards landscaping costs and repairs to the interior of the rental unit.
2. The parties agree that the Landlord will return the balance of \$1,200.00 to the Tenants.
3. The Tenants are granted a monetary order in the amount of \$1,200.00.
4. The Landlord agrees to make no further claims against the Tenants with respect to the tenancy.
5. The Tenants agree to make no further claims against the Landlord with respect to the tenancy.
6. The Landlord withdraws his application in satisfaction of this settlement agreement.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement.

I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Tenants have been granted a monetary order in the amount of \$1,200.00. For enforcement, this order must be served on the Landlord and may be filed in the Provincial Court of British Columbia and enforced as an order of that Court. The Landlord is cautioned that the costs of such enforcement are recoverable against the Landlord.

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: November 13, 2018

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Residential Tenancy Branch