



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Decision Codes: MNDCL – S, MNDL-S, MNRL-S, FFL

### **Introduction**

The Application for Dispute Resolution filed by the landlord makes the following claims:

- a. A monetary order in the sum of \$2200 for unpaid rent and damages
- b. An order to keep the security deposit.
- c. An order to recover the cost of the filing fee

A hearing was conducted by conference call in the presence of both parties. On the basis of the solemnly affirmed evidence presented at that hearing, a decision has been reached.

Rather than proceeding with litigation the parties entered into settlement discussions and reached a full and final settlement.

I find that the Application for Dispute Resolution and Notice of Dispute Resolution Hearing was served on the Tenant by mailing, by registered mail to where the Tenant resides on August 10, 2018. The tenant acknowledged service of the Application.

The tenant stated her name was not correctly spelled on the Application for Dispute Resolution. With the consent of the parties I ordered that the Application for Dispute Resolution be amended to correct the spelling of the Tenant's name.

### **Issues to be Decided**

The issues to be decided are as follows:

- a. Whether the landlord is entitled to a monetary order and if so how much?
- b. Whether the landlord is entitled to retain all or a portion of the security deposit/pet deposit?
- c. Whether the landlord is entitled to recover the cost of the filing fee?

### **Background and Evidence:**

The parties entered into a fixed term written tenancy agreement that provided that the tenancy would start on August 1, 2017 and end on July 31, 2018. The tenancy

agreement provided that the tenant(s) would pay rent of \$1300 per month plus utilities payable in advance on the first day of each month. The tenant paid a security deposit of \$650 at the start of the tenancy.

Settlement:

The parties reached a settlement and they asked that I record the settlement pursuant to section 63(2) of the Act as follows:

- a. The landlord shall retain the security deposit of \$650.
- b. This is a full and final settlement and each party releases and discharges the other from all further claims with regard to this tenancy.

As a result of the settlement I ordered that the landlord shall retain the security deposit of \$650. All other claims are dismissed.

**This decision is final and binding on the parties.**

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: December 10, 2018

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Residential Tenancy Branch