



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION AND RECORD OF SETTLEMENT**

### **Dispute Codes:**

MNDL-S, MNRL-S, MNDCL-S, MNSDT FFL

### **Introduction**

This hearing was convened in response to cross applications by the parties. Both parties participated in the hearing. It is undisputed that at the start of the tenancy the landlord collected a security in the amount of \$600.00 and an excess amount of \$600.00 and that the landlord still holds solely the tenant's security deposit of \$600.00 in trust. It is further undisputed that the tenant owes the landlord \$1200.00 in rent arrears for the month of April 2018.

**Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing and the Arbitrator may record their settlement in a Decision and Order. Pursuant to this provision discussion between the parties during the hearing led to a resolution. Specifically, both parties agreed to and confirmed to me as follows;

1. The landlord abandons their claim for liquidated damages and for damages to the unit in the sum of \$2555.00.
2. The landlord will retain the tenant's security deposit of \$600.00 in partial satisfaction of the rent arrears of \$1200.00.
3. The tenant will compensate the landlord a further \$600.00 under the following agreed repayment schedule,
  - On the **1<sup>st</sup> of January, February and March 2019** the tenant will e-transfer

\$200.00 to the landlord on each of those 3 dates for a sum repayment to the landlord of \$600.00.

- The landlord is given a monetary Order in the amount of \$600.00 on the agreed basis that solely if the tenant does not satisfy all payments adding to \$600.00 by **March 31, 2019** the landlord will serve the tenant the monetary Order and if necessary enforce the Order.

So as to perfect the parties' agreement,

**I Order** the landlord to retain the tenant's security deposit of the tenancy held in trust in the amount of \$600.00.

**I grant** the landlord an Order under Section 67 of the Act for the agreed amount of **\$600.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

The above particulars comprise the **full and final settlement** of all aspects of this proceeding for both parties and for all time. Both parties testified at the hearing that they understood and agreed to the above terms and that the above terms settle all aspects of this dispute, are **final and binding on both parties** and that any Order is enforceable.

### **Conclusion**

The parties settled all aspects of their dispute in the above terms.

**This Decision and Settlement are final and binding.**

*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 17, 2018

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Residential Tenancy Branch