



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDL-S

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on September 10, 2018 (the "Application"). The Landlord applied for \$1,200.00 compensation for damage caused to the unit and to keep the security and pet deposits. The Landlord also sought reimbursement for the filing fee.

The Representative and Agent appeared at the hearing for the Landlord. The Tenant appeared at the hearing.

I explained the hearing process to the parties who did not have questions about the process when asked. The parties provided affirmed testimony.

Both parties had submitted evidence prior to the hearing. I addressed service of the hearing package and evidence and no issues arose in this regard.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. The name of the landlord in the agreement is different than the name of the Landlord. The Representative and Agent advised that the Landlord was the owner of the rental unit and they are employees of the property management company named in the agreement. Both parties agreed the Tenant paid \$547.50 as a security deposit and \$547.50 as a pet deposit for a total of \$1,095.00. Both parties agreed the Landlord still holds these deposits.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the "Act") which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would issue a Monetary Order to the Tenant. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant agrees to the Landlord keeping a total of \$300.00 from the security and pet deposits.
2. The Landlord agrees to return the remaining \$795.00 of the security and pet deposits to the Tenant.

This agreement is fully binding on the parties and is in full and final satisfaction of the issues raised in the Application.

I note that the request for reimbursement for the filing fee was considered and included in the above agreement between the parties.

The Tenant is granted a Monetary Order in the amount of \$795.00. If the Landlord does not return the \$795.00 to the Tenant as set out above, this Order must be served on the Landlord. If the Landlord does not comply with the Order, it may be filed in the Provincial Court (Small Claims) 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 *Act*.

Dated: January 11, 2019

Residential Tenancy Branch