



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **REVIEW DECISION**

Decision Codes: FFL, MNDL-S

### **Introduction**

On January 25, 2019 the landlord obtained a monetary that provided that the landlord shall retain the security deposit in the sum of \$925 and in addition the Tenant shall pay to the Landlord the sum of \$6113.04. The tenant did not appear at the hearing.

The tenant made a review consideration application and on March 21, 2019 an arbitrator ordered that the decision and order of January 25, 2019 be suspended and a review hearing was set done for today's date.

A review 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. All of the evidence was carefully considered.

Rather than litigating the dispute the parties engaged in negotiations that lead to a settlement which is recorded below.

### **Issues to be Decided**

The issues to be 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 written tenancy agreement that provided that the tenancy would start on August 31, 2017 continue for six months and become month to month. The tenancy agreement provided that the tenant(s) would pay rent of \$1850 per month payable in advance on the first day of each month. The tenant paid a security deposit of \$925 at the start of the tenancy.

The tenancy ended in early August 2018.

The landlord's claim as set out in the Application for Dispute Resolution is for a monetary order of \$8363.04.

Settlement:

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

The decision and order dated January 25, 2019 shall be set aside and replaced by the following:

- a. The landlord shall retain the security deposit of \$925.
- b. In addition, the tenant shall pay to the landlord the sum of \$2500 on or before May 17, 2019.
- c. Payment shall be in the form of a bank draft or money order.
- d. This is a full and final settlement and each party releases and discharges the other from all further claims with respect to this tenancy.

As a result of the settlement I ordered that the original decision and monetary order dated January 25, 2019 be set aside and replaced by the following:

"The landlord shall retain the security deposit of \$925.

In addition, the Tenant shall pay to the landlord the sum of \$2500 on or before May 17, 2019.

Payment shall be in the form of a bank draft or money order."

The applicant is given a formal Order in the above terms and the respondent must be served with a copy of this Order as soon as possible.

Should the respondent fail to comply with this Order, the Order may be filed in the Small Claims division of the Provincial Court and enforced as an Order of that Court.

**This settlement and 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: April 18, 2019

---

Residential Tenancy Branch