



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDCL-S, 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 February 04, 2019 (the “Application”). The Landlord applied for compensation for damage caused to the unit, compensation for monetary loss or other money owed, to keep the security and pet deposits and for reimbursement for the filing fee.

The Landlord appeared at the hearing with the Witness who exited the conference until required. I did not hear from the Witness given the parties came to a settlement agreement. The Tenant appeared at the hearing with the Advocate and Support Person.

I explained the hearing process to the parties who did not have questions 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.

There was no issue that there was a tenancy agreement between the parties in relation to the rental unit.

During the hearing, the Tenant said she was fine with the Landlord keeping both the security and pet damage deposits. Given these comments, 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 and decide the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear and decide 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 when asked.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. 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 the \$475.00 security deposit and \$475.00 pet damage deposit.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

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: May 27, 2019

Residential Tenancy Branch