



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding WOODBINE TOWNHOMES and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes Landlord: FF, MNDCL-S, MNRL-S
Tenant: FF, MNSD

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Landlord’s Application for Dispute Resolution was made on February 13, 2019, (the “Landlord’s Application”). The Landlord applied for the following relief, pursuant to the *Act*:

- a monetary order for money owed for damage or loss;
- a monetary order for unpaid rent for the Landlord;
- an order to retain the security deposit; and
- an order granting recovery of the filing fee.

The Tenant’s Application for Dispute Resolution was made on February 25, 2019 (the “Tenant’s Application”). The Tenant applied for the following relief, pursuant to the *Act*:

- an order granting the return of all or part of the security and pet deposits.

M.W. and C.D. attended the hearing on behalf of the Landlord. The Tenant also attended the hearing and was accompanied by his advocate K.D. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated on several occasions

that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

Settlement Agreement

The opportunity for settlement was discussed with the parties during the hearing. During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The Tenant agreed to the Landlord retaining \$800.00 of the Tenant's security and pet deposit.
2. The Landlord agreed to return the remaining \$500.00 of the Tenant's security and pet deposit by cheque, to be sent no later than June 7, 2019.
3. The Tenant is provided with a monetary order in the amount of \$500.00 for the return of the remaining portion of the deposits.
4. Both parties agreed to withdraw their Applications in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Tenant is granted a monetary order in the amount of \$500.00. This order must be served to the Landlord as soon as possible. If the Landlord fails to comply the monetary order it may be filed in and enforced as an order of the Provincial Court of British Columbia (Small Claims).

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: June 03, 2019

Residential Tenancy Branch