



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FFL

### Introduction

On February 14, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) seeking a monetary order for damage or repairs; to keep the security deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord’s agent and the Tenant’s agent attended the teleconference hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained. The parties were provided with an opportunity to ask questions about the hearing process.

### Settlement Agreement

At the start of the hearing the opportunity for settlement was raised and the parties agreed to settle this matter, on the following conditions:

- The parties agree that the Landlord may keep the security deposit and the Tenant will also pay the Landlord the amount of \$888.12 in full satisfaction of the Landlord’s claims.
- The parties agree that the Landlord is withdrawing the application in full satisfaction of the settlement agreement.
- The parties agree that the Tenant can make two equal payments of \$444.06 to the Landlord, to be paid by June 15, 2019; and July 15, 2019.
- The Landlord is granted a monetary order in the amount of \$888.12 which can be enforced only if the Tenant fails to pay the Landlord in accordance with this agreement.

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

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 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.

### Conclusion

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

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 04, 2019

---

Residential Tenancy Branch