



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      FFL, MNRL-S  
                              MNSD

### Introduction

This hearing convened as a result of cross applications. In the Landlord's Application she sought monetary compensation from the Tenant for unpaid rent, authority to retain her security deposit and recovery of the filing fee. In the Tenant's Application she sought return of her security deposit.

The hearing was scheduled for teleconference at 1:30 p.m. on June 21, 2019. The Tenant and the Landlord's Agent T.M. called into the hearing. The hearing process was explained and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form, and make submissions to me.

The Tenant named the Landlord's agent as Landlord on her Application. Pursuant to section 64(3)(c) I amend the Tenant's Application to remove T.M.'s name as Landlord.

### Settlement and Conclusion

During the hearing the parties resolved matters by mutual agreement. The parties confirmed that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. As the parties resolved matters by agreement I make no findings of fact or law with respect to their relative claims.

The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure* as follows:

1. The Tenant shall pay to the Landlord the sum of \$100.00 in four equal installments of \$25.00 payable on the following dates: July 1, 2019, August 1, 2019, September 1, 2019 and October 1, 2019.
2. In furtherance of the above, I grant the Landlord a Monetary Order in the amount of \$100.00. Provided that the Tenant makes the above payments the Landlord shall make no use of Monetary Order. In the event the Tenant does not pay, the Monetary Order must be served on the Tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that Court.
3. The Landlord is authorized to retain the Tenant's \$350.00 security deposit.
4. The above represents a full and final settlement of all claims arising from the tenancy.

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 21, 2019

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Residential Tenancy Branch