



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HOMELIFE PENINSULA PROPERTY  
MANAGEMENT and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNR, MND, MNSD, FF

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act*. The landlord applied a monetary order for unpaid rent, for the cost of cleaning and repair and for the recovery of the filing fee. The landlord also applied to retain the deposits in satisfaction of her claim.

Both parties attended this hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The tenants represented themselves. The landlord was represented by their agent.

As both parties were in attendance I confirmed service of documents. The tenant confirmed receipt of the landlord's application for dispute resolution and evidence. The tenant said that she had mailed a copy of her evidence to the landlord but agreed that in error she had mailed a list of attachments but failed to include the attachments. Since the landlord was not served with the tenant's evidence, the tenant's evidence was not used in the making of this decision. I find that the tenant was served with the landlord's materials in accordance with sections 88 and 89 of the *Act*.

### **Issues to be Decided**

Is the landlord entitled to a monetary order for unpaid rent, for the cost of cleaning and repair and for the recovery of the filing fee?

### **Background and Evidence**

The parties agreed that the tenancy started in July 2017 and that the tenant paid a security deposit of \$1,750.00 and a pet deposit of \$1,750.00. The tenant moved out on March 14, 2019. The landlord made this application on March 29, 2019. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to return \$1,120.00 to the tenant in full and final settlement of all claims against the tenant.
2. The tenant agreed to accept \$1,120.00 in full and final settlement of all claims against the landlord.
3. A monetary order in the amount of \$1,120.00 will be granted to the tenant.
4. Both parties stated that they understood and agreed that the above terms are binding and comprise full and final settlement of all aspects of this dispute.

As per the above agreement I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act*, for \$1,120.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

### **Conclusion**

I grant the tenant a monetary order in the amount of **\$1,120.00**.

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 11, 2019

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Residential Tenancy Branch