



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding HUGH & MCKINNON REALTY  
LTD. and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      MNDL-S, FFL

### **Introduction**

This teleconference hearing was scheduled in response to an application by the Landlord under the *Residential Tenancy Act* (the “Act”) for monetary compensation for damages, to retain the security deposit towards compensation owed, and for the recovery of the filing fee paid for the Application for Dispute Resolution.

Two agents for the Landlord (the “Landlord”) were present for the teleconference hearing, as was the Tenant and a family member (the “Tenant”). The Tenant confirmed receipt of the Notice of Dispute Resolution Proceeding package and a copy of the Landlord’s evidence. However, during the hearing it was noted that the Tenant did not receive photos of the kitchen in the rental unit and therefore these photos are not accepted from the Landlord. The Landlord confirmed receipt of the Tenant’s evidence and did not bring up any issues regarding service.

The parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party. During the hearing the parties reached a Settlement Agreement which will be outlined below.

### **Settlement Agreement**

Pursuant to Section 63 of the *Act*, parties may be provided the opportunity to settle their dispute and for that settlement to be recorded in the form of a decision and/or order.

The parties reached the following settlement agreement:

1. The Landlord may retain the security deposit of \$412.50.

2. The Landlord may retain the pet damage deposit of \$412.50.
3. The Tenant will pay an additional \$50.00 which is half of the filing fee paid for the Application for Dispute Resolution. A Monetary Order will be granted to the Landlord in the amount of \$50.00.

The parties confirmed that they were entering into the Settlement Agreement voluntarily and of their own free will. They also confirmed their understanding that the agreement is final and binding and constitutes full resolution of the claims on the Application for Dispute Resolution.

### Conclusion

The parties are ordered to follow the terms of the Settlement Agreement as outlined above.

In order to uphold the agreement, the Landlord is granted a **Monetary Order** in the amount of **\$50.00**. The Tenant must be served with this Order as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court.

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 26, 2019

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Residential Tenancy Branch