



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FFL

Introduction

On June 12, 2019, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* for a monetary order for damage to the rental unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was scheduled as a teleconference hearing. The Landlord and Tenant attended the hearing. At the start of the hearing I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the Landlord will retain the amount of \$1,000.00 from the security deposit and pet damage deposit.
2. The parties agree that the Landlord has withdrawn his application for Dispute Resolution and will make no further claims against the Tenant in full satisfaction of this settlement agreement.
3. The parties agree that the Landlord will return the balance of the deposits in the amount of \$700.00 to the Tenant within two weeks of receiving this settlement agreement.
4. The Landlord agrees to waive the recovery of the \$100.00 filing fee.

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 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.

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: September 26, 2019

Residential Tenancy Branch