



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S MNDCL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The landlord applied for a monetary claim of \$3,213.49 for damages to the rental unit or property, for authorization to retain the tenant's security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

The landlord, the tenant and an agent for the tenant FJ ("agent") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

Both parties confirmed that they had received and had the opportunity to review documentary evidence from the other party. As a result, I find the parties were sufficiently served under the *Act*.

Preliminary and Procedural Matter

The parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator. The parties confirmed their understanding that the decision would be emailed to both parties and that the monetary order would only be emailed to the tenant for service on the landlord, and only if necessary.

Issues to be Decided

- Is the landlord entitled to a monetary order under the *Act*?
- What should happen to the tenant's security deposit under the *Act*?
- Is the landlord entitled to the recovery of the cost of the filing fee under the *Act*?

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy on the following conditions:

1. The parties agree that the tenant surrenders \$1,200.00 of their \$1,400.00 security deposit including \$0.00 in interest to the landlord for damages.
2. The landlord agrees to pay the tenant \$200.00 for the security deposit balance by **November 7, 2019 by 5:00 p.m.** Pacific Standard Time.
3. The landlord withdraws their application in full as part of this mutually settled agreement.
4. The tenant agrees to waive their right under the *Act* to claim against the landlord and that the parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.
5. The tenant is grant a monetary order of \$200.00 pursuant to section 67 of the *Act*, which will be of no force or effect if the landlord complies with #2 above and the tenant successfully receives and deposits the full payment from the landlord.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

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

The tenant has been granted a monetary order in the amount of \$200.00. Should the tenant require enforcement of this order, it must be served on the landlord by the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

This decision will be emailed to both parties. The monetary order will be emailed to the tenant only for service on the landlord if necessary.

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: October 25, 2019

Residential Tenancy Branch