



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDL-S, MNRL-S, FFL

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a Monetary Order for unpaid rent, pursuant to sections 26 and 67;
- a Monetary Order for damage, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38; and
- authorization to recover the filing fee from the tenant, pursuant to section 72.

Both parties attended and were each given a full opportunity to be heard, to present their affirmed testimony, to make submissions and to call witnesses.

Both parties agreed that the tenant was served with the landlord's application for dispute resolution via email as permitted in the Substituted Service Decision dated November 12, 2019. I find that the tenant was served with the landlord's application pursuant to section 71(1) of the *Act*.

### Issues to be Decided

1. Is the landlord entitled to a Monetary Order for unpaid rent, pursuant to sections 26 and 67 of the *Act*?
2. Is the landlord entitled to a Monetary Order for damage, pursuant to section 67 of the *Act*?
3. Is the landlord entitled to retain the tenant's security deposit, pursuant to section 38 of the *Act*?
4. Is the landlord entitled to recover the filing fee from the tenant, pursuant to section 72 of the *Act*?

### Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The tenant agrees to allow the landlord to retain his \$600.00 security deposit.
2. The tenant agrees to pay the landlord \$500.00 according to the following payment schedule:
  - \$100.00 on May 1, 2020;
  - \$100.00 on June 1, 2020;
  - \$100.00 on July 1, 2020;
  - \$100.00 on August 1, 2020; and
  - \$100.00 on September 1, 2020.
3. The tenant agrees to provide the landlord with post-dated cheques for the above payments.
4. The tenant agrees to accept service via email for any future dispute resolution application made by the landlord regarding the above payments.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties. Both parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and binding, which settle all aspects of this dispute.

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: March 27, 2020

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Residential Tenancy Branch