



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FFT

### Introduction

On December 21, 2020, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* ("the Act") for the Landlord to return of all or part of the pet damage deposit or security deposit, and to recover the filing fee for the Application.

The matter was scheduled as a teleconference hearing. The Tenant and Landlords appeared at the hearing.

The hearing process was explained, and the participants were asked if they had any questions. All participants in the hearing provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

### Settlement Agreement

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

1. The parties agreed that the Landlord will return the amount of \$531.81 to the Tenant upon receiving this settlement decision. The \$531.81 includes the security deposit and the \$100.00 fee that the Tenant paid for this hearing.
2. The parties agree that the Tenant is withdrawing her application for dispute resolution in full satisfaction of this settlement agreement.
3. The parties agree that they will make no further claims against one another regarding this tenancy arrangement.
4. The Tenant is granted a monetary order in the amount of \$531.81 that she will not seek to enforce unless the Landlord fails to repay the amount of \$531.81 as agreed.

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 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.

The Landlord agreed to pay the Tenant the amount of \$531.81 from a security deposit and the cost of the filing fee.

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: May 26, 2020

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Residential Tenancy Branch