



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes      MNRL, FFL, MNDCL, MNDL-S**

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

- authorization to retain all of the tenant's security deposit and pet damage deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for unpaid rent, for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$24,753.69 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

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

At the outset of the hearing, the tenant admitted that the amount claimed by the landlord (\$19,506 of which is comprised of rental arrears) is due and owing. He agreed to pay the full amount claimed by the landlord.

As such, by consent of the parties, I order that the tenant pay the landlord \$24,553.69, representing the full amount claimed by landlord plus the filing fee, less the amount of the security and pet damage deposit that the landlord confirmed he still retains. The landlord may retain the security and pet damage deposit.

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 9, 2020

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Residential Tenancy Branch