



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC MNR MNSD FF

### Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. The participatory hearing was held, by teleconference, on October 19, 2020. The Landlord applied for the following relief, pursuant to the *Residential Tenancy Act* (the "Act"):

- a monetary order for damage to the unit, for damage or loss under the Act, and for unpaid rent; and,
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38.

The Landlord and the Tenant both attended the hearing and provided testimony. The Tenant confirmed receipt of the Landlord's application and evidence packages.

### Settlement Agreement

During the hearing, the Landlord agreed to withdraw her application in full in pursuit of the settlement agreement listed below. The Tenant also agreed to the following terms as full and final settlement of all damage and compensation related to the tenancy at the rental unit, and how to manage the deposits held by the Landlord.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- Both parties agree that the landlord will retain the security and pet deposit (Totalling \$2,250.00) in full, and the Landlord withdraws her application, in full.
- In addition to the above noted deposits, the Tenant will pay the Landlord \$1,000.00 by October 20, 2020 (via e-transfer). During the hearing the Tenant confirmed she had the Landlord's email address. The Tenant also gave the Landlord her mailing address, where she is currently living, and also provided her phone number to the Landlord.
- Furthermore, the Tenant will pay another \$1,750.00 to the Landlord by November 19, 2020, via e-transfer.
- Both parties agree that all monetary issues between the parties with respect to the tenancy are settled in full.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

If the Tenant fails to make the above noted payments, the Landlord may enforce this monetary order for the amounts that are still unpaid.

### Conclusion

The Landlord is granted a monetary order pursuant to Section 67 in the amount of **\$2,750.00**. This order must be served on the Tenant. If the Tenant fails to comply with this order the Landlord may file the order in the Provincial Court (Small Claims) and be enforced as an order of that Court.

This Order **must** be read in conjunction with the above mutual settlement agreement and the Landlord **must not** seek to enforce this Order on the Tenant, unless the Tenant fails to meet the conditions of the payment plan.

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: October 19, 2020

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Residential Tenancy Branch