



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 685716 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S FFL

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution seeking remedy under the *Residential Tenancy Act* (Act). The landlord applied for a monetary order in the amount of \$7,600.00 for damage to the unit, site or property, to retain all or part of the tenant's security deposit and pet damage deposit, and to recover the cost of the filing fee.

An agent for the landlord, SS (agent) and the tenant 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. The hearing process was explained to the parties and an opportunity to ask questions about the hearing process was provided to the parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

As both parties confirmed receipt of documentary evidence and that they had the opportunity to review that evidence, I find the parties were sufficiently served in accordance with the Act.

Settlement Agreement

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

1. The tenant surrenders **\$1,700.00** of their \$1,890.00 in combined deposits, which have accrued no interest to date, as part of this mutually settled agreement.

2. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the 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.

I grant the landlord \$100.00 for the cost of the filing fee pursuant to section 72 of the Act, as the parties were unable to reach a mutual agreement prior to the hearing and the hearing was necessary under the Act.

Given the above, after adding the \$100.00 filing fee to the \$1,700.00 amount agreed upon by the parties by way of mutual agreement, I find the landlord is entitled to retain **\$1,800.00** of the tenant's combined deposits of \$1,890.00. I make this order under section 62(3) of the Act.

Pursuant to section 67 of the Act, I grant the tenant a monetary order for the balance of their combined deposits owing by the landlord in the amount of **\$90.00**.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above. This settlement agreement was reached in accordance with section 63 of the 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 all matters related to this tenancy.

The tenant is granted a monetary order in the amount of \$90.00. If the landlord does not pay the amount the tenant may serve the monetary order on the landlord and then the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision will be emailed to both parties at the email addresses confirmed at the outset of the hearing.

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: March 10, 2021

Residential Tenancy Branch