



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

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

- A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67;
- A monetary order for damages or compensation and authorization to retain a security deposit pursuant to sections 38 and 67;
- A monetary Order for Damages and authorization to retain a security deposit pursuant to sections 38 and 67; and
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both the tenant and the landlord attended the hearing. As both parties were present, service of documents was confirmed. The tenant acknowledged service of the landlord's Application for Dispute Resolution and stated she had no concerns with timely service.

### **Background and Evidence**

The landlord testified the tenancy began on July 1, 2018. Rent was \$1,800.00 per month and the landlord collected a \$900.00 security deposit which she continues to hold.

### **Settlement Reached**

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement,

I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, 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 at this time:

**The parties agree that the landlord is entitled to a monetary order in the amount of \$16,327.58.**

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The landlord continues to hold the tenant's security deposit in the amount of **\$900.00**. In accordance with the offsetting provisions of section 72 of the Act, I order the landlord to retain the full security deposit in partial satisfaction of the monetary order.

#### Conclusion

I issue a monetary order in the amount in the landlord's favour in the amount of **\$15,427.58**.

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 05, 2021

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Residential Tenancy Branch