



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

OPR, MNDCL-S, MNRL-S, FFL

Introduction

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for an Order of Possession for Unpaid Rent or Utilities, a monetary Order for unpaid rent or utilities, to retain all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution. At the outset of the hearing the Agent for the Landlord withdrew the application for an Order of Possession, as the rental unit has been vacated.

The Agent for the Landlord stated that on January 13, 2021 the Dispute Resolution Package and evidence submitted to the Residential Tenancy Branch was sent to the Tenant, via registered mail. The Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

Each participant affirmed that they would provide the truth, the whole truth, and nothing but the truth at these proceedings.

Each participant affirmed that they are not recording these proceedings and that they understand that recording the proceedings is prohibited.

Issue(s) to be Decided

Is the Landlord entitled to a monetary Order for unpaid rent or unpaid utilities, and to retain all or part of the security deposit?

Background and Evidence

After some discussion about the terms of the tenancy and unpaid rent, the Agent for the Landlord and the Tenant mutually agreed to settle all remaining issues in dispute at these proceedings and all issues retaining to unpaid rent under the following terms:

- The Landlord will keep the security deposit paid by the Tenant; and
- The Tenant will pay the Landlord \$950.00.

Analysis

I find that all remaining issues in dispute at these proceedings and all issues related to unpaid rent have been settled, by mutual agreement, in accordance with the aforementioned terms.

Conclusion

On the basis of the aforementioned settlement agreement, the Landlord has the right to retain the Tenant's security deposit.

On the basis of the aforementioned settlement agreement, I grant the Landlord a monetary Order for \$950.00. In the event the Tenant does not voluntarily pay this amount to the Landlord, the Order may be served on the Tenant, filed with the Supreme Court of British Columbia, and enforced as an Order of that Court.

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 (Act)*.

Dated: April 07, 2021

Residential Tenancy Branch