



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

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

Introduction

This hearing convened as a result of a Landlord's Application for Dispute Resolution, filed on November 4, 2020, in which the Landlord sought monetary compensation from the Tenant in the amount of \$9,450.00, authority to retain her security and pet damage deposit, as well as recovery of the filing fee.

The hearing of the Landlord's Application was originally scheduled for February 23, 2021 and was adjourned to May 21, 2021. Both parties called into the hearings, as did their witnesses. The hearing process was explained, and the participants were asked if they had any questions. Both parties were provided the opportunity to present their evidence orally and in written and documentary form and make submissions to me.

Settlement and Conclusion

On the second day of the hearing, the hearing the parties resolved matters by mutual agreement. The parties confirmed that this agreement was made on a voluntary basis and that they understood the nature of this agreement as a full and final settlement of this matter. As the parties resolved matters by agreement, I make no findings of fact or law with respect to their relative claims.

The terms of their agreement is recorded in this my Decision and Order pursuant to section 63 of the *Residential Tenancy Act* and Rule 8.4 of the *Residential Tenancy Branch Rules of Procedure* as follows:

1. The Landlord shall retain the Tenant's security deposit of \$750.00 and the Tenant's pet damage deposit of \$500.00.

2. The Tenant shall pay to the Landlord the sum of \$2,000.00 at a rate of \$50.00 per month; such payment to be made by electronic transfer on or before the 25th of each month commencing June 25, 2021 until the full balance is paid.
3. The Landlord is entitled to a Monetary Order in the amount of **\$2,000.00**. Should the Tenant make the \$50.00 per month payments as set forth in paragraph 2, the Landlord shall make no use of the Monetary Order.
4. In the event the Tenant fails to make the \$50.00 per month payments,
 - a. the Landlord must serve the Monetary Order on the Tenant and may enforce the Monetary Order in the B.C. Provincial Court (Small Claims Division); and,
 - b. the Landlord is at liberty to reapply for monetary compensation in the amount of \$7,835.36, representing the sum sought in his Application filed November 4, 2020.
5. The above represents a full and final satisfaction of all claims arising from the tenancy.

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: May 21, 2021

Residential Tenancy Branch