



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Portagewest Living Inc  
and [tenant name suppressed to protect privacy]

## **DECISION**

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

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

DM attended as agent for the landlord ("the landlord"). The tenant attended on behalf of both tenants ("the tenant").

The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 44 minutes.

No issues were raised regarding service. I find the landlord served the tenant in compliance with the *Act*.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Residential Tenancy Branch (RTB) Rules of Procedure (Rules) Rule 6.11. The parties were also informed that if any recording devices were being used, they were directed to immediately cease the recording of the hearing. In addition, the parties were informed that if any recording was surreptitiously made and used for any purpose, they will be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation under the Act. The parties had no questions about my direction pursuant to RTB Rule 6.11 and each confirmed that no recording was taking place.

In addition, the parties confirmed their email addresses and stated they understood that the decision and any applicable orders would be emailed to them.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. This settlement agreement was reached in accordance with section 63.

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:

**The parties agreed as follows:**

1. The parties agreed the tenant owes the landlord arrears of rent and compensation for damages in the total amount of \$3,802.11;
2. The parties agreed the landlord is entitled to reimbursement of the filing fee of \$100.00 and may apply the security deposit and pet deposit to the award, each in the amount of \$825.00, for a final Monetary Order of **\$2,252.11** as set out in the following table:

ITEM	AMOUNT
Total damages and rent	\$3,802.11
Filing fee	\$100.00
(Less Security deposit)	(\$825.00)
(Less Pet deposit)	(\$825.00)
<b>TOTAL Monetary Order</b>	<b>\$2,252.11</b>

This settlement was fully discussed by the parties. Each party stated they understood and agreed with the terms.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the landlord a Monetary Order of **\$2,252.11**.

### Conclusion

Pursuant to the terms of the above settlement, I issue to the landlord a Monetary Order of **\$2,252.11** to be served on the tenant. This Monetary Order may be filed and enforced as an Order of the Court of British Columbia.

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: July 12, 2021

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Residential Tenancy Branch