



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

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

### **Introduction**

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with an application filed by the landlord pursuant to the Act. The landlord sought:

- A monetary Order for Damages and authorization to retain a security deposit pursuant to sections 38 and 67;
- An order of possession for unpaid utilities pursuant to sections 46 and 55;
- A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67;
- Recovery of the filing fee pursuant to section 72; and
- A monetary order for damages or compensation and authorization to retain a security deposit pursuant to sections 38 and 67.

The tenant SMM attended the hearing ("tenant") and the landlord was represented at the hearing by an agent, SB ("landlord"). Both parties were given warnings pursuant to rule 6.11 of the Residential Tenancy Branch Rules of Procedure that recording of the hearing was prohibited and that any party who recorded the proceedings without my authorization would be referred to the compliance and enforcement unit of the Residential Tenancy Branch.

The tenant acknowledged service of the landlord's Application for Dispute Resolution, amendments and evidence. The tenant stated he had no issues with timely service of documents.

### **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:

1. The notice to end tenancy issued on March 29, 2021 is cancelled and of no further force or effect. This tenancy shall continue until it is ended in accordance with the *Act*.
2. The tenants agree to a monetary order in the amount of \$10,183.23, inclusive of the filing fee. This order includes all arrears in rent, payment of one half the cost of the washing machine agreed to by the tenant and the chargeback for the water damage from the strata corporation. This monetary order may be enforced in the small claims court of BC.
3. The tenants will continue to pay rent in the amount of \$2,250.00 per month on the first day of each month.

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.

Pursuant to the offsetting provisions of section 72 of the *Act*, I order that the security deposit of \$1,125.00 and the pet damage deposit in the amount of \$500.00 be deducted from the monetary order and retained by the landlord.

Item	Amount
Arrears in rent	\$8,870.00
Half cost of Washing machine	\$705.03
Chargeback for water damage from strata	\$508.20
Filing fee	\$100.00
Less security deposit	(\$1,125.00)
Less pet damage deposit	(\$500.00)
<b>Total</b>	<b>\$8,558.23</b>

Conclusion

This tenancy shall continue until it is ended in accordance with the *Act*.

I issue a monetary order in the landlord's favour in the amount of **\$8,558.23**

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 30, 2021

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Residential Tenancy Branch