



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1932374 ALBERTA LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MND, FFL

Introduction

On March 11, 2021, the Landlord submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (“the Act”) for a monetary order for damage to the unit; to keep the security deposit; and to recover the cost of the filing fee.

The matter was set for a conference call hearing. The Landlord and Tenant attended the teleconference. The Tenant was assisted by an advocate.

At the start of the hearing, I introduced myself and the participants. The Landlord and Tenant provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to make submissions at the hearing.

Settlement Agreement

Near the end of the hearing, the Landlord and Tenant agreed to settle this dispute, on the following conditions:

1. The parties agreed that the Landlord will keep the security deposit of \$375.00 and the pet damage deposit of \$187.50 for a total of \$562.50 in full satisfaction of the Landlord’s claims.
2. The Landlord waived the request to recover the cost of the \$100.00 filing fee.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The Landlord is authorized to keep the security deposit of \$375.00 and the pet damage deposit of \$187.50 for a total of \$562.50 in full satisfaction of the Landlord's claims.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: August 03, 2021

Residential Tenancy Branch