



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNRL-S, MNDCL-S, FFL

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution filed by the Landlord on August 11, 2021 (the “Application”). The Landlord applied as follows:

- To recover unpaid rent
- For compensation for monetary loss or other money owed
- To keep the security and pet damage deposits
- To recover the filing fee

The Landlord and Tenant appeared at the hearing. I explained the hearing process to the parties. I told the parties they are not allowed to record the hearing pursuant to the Rules of Procedure (the “Rules”). The parties provided affirmed testimony.

The Landlord submitted evidence prior to the hearing. The Tenant did not submit evidence. I addressed service of the hearing package and Landlord’s evidence. The Tenant confirmed receipt of the hearing package. The Tenant did not take issue with admissibility of the Landlord’s evidence given the nature of the evidence.

A written tenancy agreement has been submitted. The Landlord testified that they purchased the rental unit on July 01, 2021 and that the tenancy agreement in place between the Tenant and N.C.R.L. continued. The Tenant agreed the written agreement submitted is accurate.

During the hearing, the Tenant testified that they had previously agreed to the Landlord keeping the security and pet damage deposits towards July rent. The Landlord stated

that if the Tenant previously agreed to the security and pet damage deposits being kept towards July rent, this was sufficient, the Landlord will not seek further amounts. Given the statements of the parties, I raised the option of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “*Act*”) which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions and agreements are voluntary. The parties agreed to deal with this matter by way of a settlement agreement.

### Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Landlord can keep the full security and pet damage deposits towards rent for July of 2021.
2. The Landlord withdraws the remaining requests and will not re-apply for these.

This agreement is fully binding on the parties and is in full and final satisfaction of this dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: February 25, 2022

---

Residential Tenancy Branch