

Dispute Resolution Services

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding PLAN A REAL ESTATE SERVICES LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDL-S, FFL

Introduction

This hearing was convened by way of conference call concerning an application made by the landlord seeking a monetary order for unpaid rent or utilities; a monetary order for damage to the rental unit or property; an order permitting the landlord to keep all or part of the pet damage deposit or security deposit; and to recover the filing fee from the tenants for the cost of the application.

The landlord and each of the tenants were represented at the hearing by agents.

During the course of the hearing, the issue of jurisdiction was raised, and whether or not the *Residential Tenancy Act* applies.

The parties agreed to settle this dispute in the following terms:

- 1. the parties agree that I assume jurisdiction in this matter;
- 2. the landlord will keep the \$1,900.00 security deposit in full satisfaction of the landlord's claims; and
- 3. this settlement is in full satisfaction of any and all claims by the parties with respect to this tenancy.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

For the reasons set out above, and by consent, I hereby order the landlord to keep the \$1,900.00 security deposit in full satisfaction of the claims herein.

I further order, by consent, that this agreement is in full satisfaction of any and all claims between any and all of the parties with respect to this 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: June 16, 2022

Residential Tenancy Branch