



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCL-S FFL

Introduction

This hearing was held in relation to the landlord's Application for Dispute Resolution (application seeking remedy under the *Residential Tenancy Act* (Act)). The landlord applied for a monetary claim of \$35,000.00 for money owed for damage or loss under the Act, regulation or tenancy agreement, to retain the tenant's security deposit and pet damage deposit towards any amount owed, and to recover the cost of the filing fee.

The landlord and tenant attended the teleconference hearing. The parties were affirmed, and the hearing process was explained to the parties. The opportunity to ask questions was provided to both parties. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing and make submissions to me.

The tenant confirmed receiving the documentary evidence package from the landlord and that they had the opportunity to review the documentary evidence prior to the hearing. I find the tenant was sufficiently served in accordance with the Act as a result. The tenant also confirmed that they did not serve the landlord with any documentary evidence in response to this application.

Preliminary and Procedural Matters

The parties confirmed their respective email addresses at the outset of the hearing and stated that they understood that the decision would be emailed to the parties. Words utilizing the singular shall also include the plural and vice versa where the context requires.

Issues to be Decided

- Is the landlord entitled to a monetary claim under the Act?
- What should happen to the security deposit and pet damage deposit under the Act?
- Is the landlord entitled to recovery of the filing fee under the Act?

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy on the following conditions:

1. The parties agree that the tenant surrenders their full security deposit and pet damage deposit, which total \$18,000.00 (including \$0.00 in interest) in full settlement of all matters related to this tenancy.
2. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.
3. The parties agree that neither party will submit a further application regarding this mutually settled agreement and that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy pursuant to section 63 of the Act.

This settlement agreement was reached in accordance with section 63 of the Act. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of all matters related to this tenancy.

I do not grant the filing fee as this matter was resolved by way of a mutual agreement.

Conclusion

This matter was resolved by way of a mutual agreement pursuant to section 63 of the Act.

I ORDER the parties to comply with their mutually settled agreement as described above pursuant to sections 62(3) and 63 of the Act.

This decision will be emailed to both parties.
The filing fee is not granted as noted above.

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: June 14, 2022

Residential Tenancy Branch