



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HOLLYBURN ESTATES LTD. and
[tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution (the Application) that was filed by the Landlord under the Residential Tenancy Act (the Act) on February 24, 2022, seeking:

- Compensation for the cost of repairing damage cause by the tenant, their pets, or their guests;
- Retention of the security deposit; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call and was attended by three agents for the Landlord (the Agents), a witness for the Landlord, and the Tenant. All parties provided affirmed testimony.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The Parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

At the request of the parties, copies of the decision and any orders issued in their name will be emailed to them at the email addresses confirmed at the hearing.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation

to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my Decision and supporting order.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the Landlord may retain the Tenant's \$797.50 security deposit in full.
2. The parties agree that the Landlord may retain the full rent amount paid for February 2022.
3. The parties agree that the Tenant owes the Landlord \$454.57 and the Tenant agrees to pay this amount to the Landlord.
4. The Landlord withdraws their Application in full as part of this mutually agreed settlement.

This settlement agreement was reached in accordance with section 63 of the *Act*.

Conclusion

I order the parties to comply with the terms of the mutually settled agreement described above. In support of the settlement described above, and with the agreement of the parties, I grant the Landlord Monetary Order in the amount of \$454.57 and I Order the Tenant to pay this amount to the Landlord. This Order must be served on the Tenant as soon as possible. Should the Tenant fail to comply with this Order, this Order may be filed in and British Columbia Small Claims Court, and enforced as an Order of that Court.

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: October 18, 2022

Residential Tenancy Branch