



# Dispute Resolution Services

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

**Dispute Codes**      MNDL-S, FFL

### **Introduction**

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "**Act**") for:

- authorization to retain all or a portion of the security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for damage to the rental unit in the amount of \$32,781.45 pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

This matter was reconvened from a prior hearing on July 11, 2022. I issued an interim decision setting out the reasons for the adjournment on that same date (the "**Interim Decision**").

The tenant attended the hearing. She was assisted by her boyfriend ("**LL**") and was represented by an articulated student ("**RK**"). The landlord was represented by its property manager, building manager, and director of management services ("**AB**", "**AV**", and "**RM**", respectively).

At the outset of the hearing, the parties advised me that they had reached an agreement to settle this dispute. They asked that the agreement be memorialized in a decision of the Residential Tenancy Branch. AB read the terms of the agreement and RK confirmed them. I transcribe them as follows:

1. The tenant will make a one-time payment to the landlord of \$12,000 on or before December 1, 2022, followed by 10 consecutive monthly payments of \$348 beginning January 1, 2023 and ending October 1, 2023 for a combined total of \$15,480.
2. The tenant agrees to the surrender of all deposits (\$520) to the landlord.
3. If at any point the tenant defaults on any of the settlement payment stated at bullet point 1 above, then the landlord shall be entitled to the entirety of the claimed amount (\$32,000) paid out as follows:
  - a. One time payment to the landlord of \$32,000 less the aforementioned deposit to the landlord and any settlement payments paid to that point on the first of the month following default on a settlement payment.

At the hearing, the parties agreed that the tenant could pay the amounts set out above by cheque or money order, and that the landlord would provide the addresses of the landlord's offices where these payments could be mailed or dropped off.

These particulars comprise the full and final settlement of all aspects of this application. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

### **Conclusion**

As the parties have reached a settlement, I make no factual findings about the merits of this application.

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: November 14, 2022

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Residential Tenancy Branch