



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

A matter regarding MAINLINE LIVING PROPERTY  
MANAGEMENT and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNDL-S, FFL, MNSDB-DR, FFT

### Introduction and Preliminary Matters

This hearing dealt with cross applications filed by the parties. On October 11, 2022, the Landlord applied for a Dispute Resolution proceeding seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “Act”), seeking to apply the security deposit and pet damage deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On June 13, 2023, the Tenant applied for a Dispute Resolution proceeding seeking a Monetary Order for double the security deposit and pet damage deposit pursuant to Section 38 of the *Act* and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

T.B. attended the hearing as an agent for the Landlord, and the Tenant attended the hearing as well. At the outset of the hearing, I explained to the parties that as the hearing was a teleconference, none of the parties could see each other, so to ensure an efficient, respectful hearing, this would rely on each party taking a turn to have their say. As such, when one party is talking, I asked that the other party not interrupt or respond unless prompted by myself. Furthermore, if a party had an issue with what had been said, they were advised to make a note of it and when it was their turn, they would have an opportunity to address these concerns. The parties were also informed that recording of the hearing was prohibited, and they were reminded to refrain from doing so. As well, all parties in attendance provided a solemn affirmation.

Service of the parties’ respective Notice of Hearing packages and documentary evidence was discussed, and there were issues concerning service of the Tenant’s package. However, the parties turned their minds to reaching a full and final settlement

agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this Decision and the Monetary Order that accompanies it.

### Settlement Agreement

The parties raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord is permitted to keep the security deposit in the amount of \$1,085.00.
2. The Landlord is permitted to keep the pet damage deposit in the amount of \$1,085.00.
3. The Tenant must pay to the Landlord an amount of **\$282.50**. A conditional Monetary Order will be issued to the Landlord in this amount.
4. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of these disputes. The parties are now precluded from making any further Applications against the other with respect to this tenancy.

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 they understood the binding nature of this full and final settlement of these disputes.

Conclusion

Based on the conditions above, the Landlord is provided with a Monetary Order in the amount of **\$282.50** to serve and enforce upon the Tenant, if necessary. The Order must be served on the Tenant by the Landlord. Should the Tenant fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. Only the amount remaining unpaid by the Tenant will be enforceable.

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: July 13, 2023

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Residential Tenancy Branch