

DECISION

Introduction

This hearing dealt monetary cross applications.

The Landlord made an Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for unpaid rent under section 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit and pet damage deposit in full or partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenant made an Application for Dispute Resolution under the *Residential Tenancy Act* for:

- return of the security deposit and pet damage deposit under section 38 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

Both parties appeared at the hearing. During the hearing, the parties indicated a willingness to resolve their claims by way of a settlement agreement. I was able to facilitate a settlement agreement between the parties, and I record their agreement by way of this decision and the Monetary Order that accompanies it.

Settlement Agreement

The parties mutually agreed to settle any and all claims they may have against each other with respect to this tenancy by way of a full and final binding settlement agreement that has the following terms:

1. The Landlord is authorized to retain the Tenant's security deposit and accrued interest.
2. The Landlord will repay the Tenant's pet damage deposit plus accrued interest to the Tenant.

In addition, the filing fees paid by the parties will be refunded by the Residential Tenancy Branch.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute. Under section 64.2 of the Act, if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During this hearing, the parties reached an agreement to settle their disputes, and I make the terms of their settlement an order of mine to be binding upon both parties.

In keeping with the settlement agreement, I provide the Tenant with a Monetary Order for the return of the \$500.00 pet damage deposit plus accrued interest of \$23.48.

Conclusion

The parties resolved their disputes by reaching a full and final settlement agreement. In keeping with the settlement agreement, the Landlord is authorized to retain the Tenant's security deposit, and interest; and, the Landlord must refund the Tenant's pet damage deposit, plus interest, to the Tenant. The Tenant is provided a Monetary Order in the sum of \$523.48 to ensure payment is made, as agreed upon.

Should the Landlord fail to comply with the Monetary Order, tis Order may be filed and enforced in the Provincial Court of British Columbia.

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: February 9, 2026

Residential Tenancy Branch