



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNRL-S, FFL**

Introduction

The words tenant and landlord in this decision have the same meaning as in the Act, and the singular of these words includes the plural.

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

A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67; and

Authorization to recover the filing fees from the tenants pursuant to section 72.

The tenant WD attended the hearing ("tenant") and advised she appeared on behalf of both the named tenants. The landlord attended the hearing as well. As both parties were present, service of documents was confirmed. The tenant acknowledged being served with the landlord's Application for Dispute Resolution Proceedings Package and stated she had no issues with timely service of documents. The tenant's evidence, a single paged document was not exchanged with the landlord and in accordance with Rule 3 of the Residential Tenancy Branch Rules of Procedure, that document was excluded from use in this decision.

Settlement Reached

Pursuant to section 63 of the Act, the Arbitrator may assist the parties to settle their dispute and 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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time:

1. The tenancy agreement is amended to reflect that the pet damage deposit is \$1,120.00.
2. The parties agree that the pet damage deposit (\$1,120.00) and security deposit (\$1,675.00) can be used to offset arrears in rent owed by the tenant to the landlord.
3. After the security deposit and pet damage deposit have been subtracted, the tenant owes the landlord the sum of \$12,210.00 in rental arrears.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the filing fee will not be recovered.

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$12,210.00.

Conclusion

I issue a monetary order in the landlord's favour in the amount of **\$12,210.00**.

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 24, 2020

Residential Tenancy Branch