



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes            MNDCL-S, FFL

### Introduction

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

- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Tenant S.G. and the building manager (the "landlord") attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

At the beginning of this hearing all parties agreed that this application was substantially linked to another matter scheduled for hearing the next day. The first application listed the following three tenants as respondents: S.G., K.D., and M.G. The second application only listed tenant M.G. as the respondent; however, tenant S.G. testified that she was tenant K.G.'s mother and had authority to act on her behalf.

The second application involved a different residential address than the first application; however, the landlord was the same in both applications. Pursuant to the *Residential Tenancy Act* (the *Act*), the second application dealt with the landlord's claim for:

- a Monetary Order for damage or compensation under the *Act*, pursuant to section 67; and
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

All parties agreed to join the matters and have both matters heard together. Pursuant to section 2.10 of the *Residential Tenancy Rules of Procedure*, I joined the matters.

Issue(s) to be Decided

1. Is the landlord entitled a Monetary Order for damage or compensation under the *Act*, pursuant to section 67 of the *Act*?
2. Is the landlord authorized to recover the filing fee for these applications from the tenants, pursuant to section 72 of the *Act*?

Analysis

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. During the hearing the parties discussed the issues between them, engaged in a conversation, 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 arising out of both tenancies:

1. Tenant S.G. agreed to pay to the landlord the sum of \$200.00 via credit card transaction by July 5, 2018;
2. Tenant S.G. agreed to allow the landlord to retain the \$700.00 security deposit currently in the landlord's possession.

These particulars comprise the full and final settlement of all aspects of this dispute and any future dispute arising out of either tenancy for both parties. Both 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 and any other disputes arising out of either tenancy.

The credit card transaction between tenant S.G. and the landlord occurred during the hearing and the landlord testified that the transaction was approved.

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: June 22, 2018

---

Residential Tenancy Branch