



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes FFL, MNDL-S (Landlord)
 FFT, MNSD (Tenant)

Introduction

This hearing was convened by way of conference call in response to cross Applications for Dispute Resolution filed by the parties.

The Landlord filed his application September 6, 2018 (the "Landlord's Application"). The Landlord applied for compensation for damage to the unit and to keep the security deposit. The Landlord sought \$816.82 for stain cleaning and carpet replacement due to a stain on the carpet in the bedroom of the rental unit. The Landlord sought reimbursement for the filing fee.

The Tenant filed his application September 13, 2018 (the "Tenant's Application"). The Tenant applied for return of the security deposit and reimbursement for the filing fee.

The Landlord and Tenant appeared at the hearing. I explained the hearing process to the parties who did not have questions about the process when asked. The parties provided affirmed testimony.

Both parties submitted evidence prior to the hearing. I addressed service of the hearing packages and evidence. The Tenant confirmed he received the hearing package and evidence for the Landlord's Application other than the Monetary Order Worksheet. However, the Tenant had received the two relevant invoices and did not take issue with me hearing the Landlord's request for \$816.82 as outlined in the Monetary Order Worksheet. The Landlord confirmed he received the hearing package and evidence for the Tenant's Application.

A written tenancy agreement was submitted as evidence and the parties agreed it is accurate. There is no issue that there was a tenancy agreement between the parties in relation to the rental unit.

During the hearing, I raised the possibility of settlement pursuant to section 63(1) of the *Residential Tenancy Act* (the “Act”) which allows an arbitrator to assist the parties to settle the dispute.

I explained the following to the parties. Settlement discussions are voluntary. If they chose not to discuss settlement that was fine, I would hear the matter and make a final and binding decision in the matter. If they chose to discuss settlement and did not come to an agreement that was fine, I would hear the matter and make a final and binding decision in the matter. If they did come to an agreement, I would write out the agreement in my written decision and make any necessary orders. The written decision would become a final and legally binding agreement and neither party could change their mind about it later.

The parties did not have questions about the above and agreed to discuss settlement and a discussion ensued.

Prior to ending the hearing, I confirmed the terms of the settlement agreement with the parties. I told the parties I would not issue a Monetary Order given the Landlord holds the security deposit. I confirmed with the parties that all issues had been covered. The parties confirmed they were agreeing to the settlement voluntarily and without pressure.

Settlement Agreement

The Landlord and Tenant agree as follows:

1. The Tenant agrees to the Landlord keeping the \$600.00 security deposit.

This agreement is fully binding on the parties and is in full and final satisfaction of the issues raised in the Tenant’s Application and Landlord’s Application.

I note that the parties each agreed to forego reimbursement for the filing fee given they both were requesting reimbursement.

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: January 10, 2019

Residential Tenancy Branch