



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDL-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, pursuant to section 67;
- authorization to retain the tenants' security and pet damage deposits, pursuant to section 38; and
- authorization to recover the filing fee from the tenants, pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

### Preliminary Issue- Applicant and Respondent Names

The landlord testified that a property management company, whom he no longer employs, filed this application on his behalf under the name of the property management company. The landlord requested that the landlord's name on the application be amended to state his name. The tenants agreed to this amendment.

Pursuant to section 64 of the *Act*, I amended the application to reflect the landlord's name rather than his old property management company.

Tenant M.S. testified that she is in the process of legally changing her first name. Pursuant to section 64 of the *Act*, I amended the application to state both tenant M.S.'s current name and future name.

Issue(s) to be Decided

1. Is the landlord entitled to a Monetary Order for damage, pursuant to section 66 of the *Act*?
2. Is the landlord entitled to retain the tenants' security and pet damage deposits, pursuant to section 38 of the *Act*?
3. Is the landlord entitled to recover the filing fee 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 currently under dispute:

1. The landlord agrees to pay the tenant, via e-mail money transfer, the sum of \$241.03 by January 24, 2019.

These particulars comprise the full and final settlement of all aspects of this dispute 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.

Conclusion

To give effect to the settlement reached between the parties, I issue the attached Monetary Order in the amount of \$241.03 to be used by the tenants **only** if the landlord does not abide by the terms of the settlement agreement.

Should the landlord fail to comply with this Order, this Order may be filed and enforced as an Order of the Small Claims 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 *Residential Tenancy Act*.

Dated: January 17, 2019

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Residential Tenancy Branch