



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0899462 B.C. LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes FFT MNSD FFL MNRL-S

Introduction

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

- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38; and,
- authorization to recover the filing fee for this application pursuant to section 72.

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

- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement pursuant to section 67; and,
- authorization to recover the filing fee for this application pursuant to section 72.

P.S. appeared as a representative of the landlord. Tenant B.F. appeared on her own behalf and on behalf of tenant J.B. Both parties had full opportunity to provide affirmed testimony, present evidence, cross examine the other party, and make submissions. Neither party raised issues of service.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agreed as follows:

- Both tenants surrender their entire security deposit of \$650.00 and their entire pet damage deposit of \$650.00 to the landlord. The landlord shall be permitted to retain the tenants' entire security deposit of \$650.00 and the tenants' entire pet damage deposit of \$650.00;
- Landlord's representative P.S. enters this agreement on behalf of the landlord as landlord's agent and representative; and,
- Tenant B.F. enters this agreement on her own behalf and on behalf of tenant J.B. as tenant J.B.'s agent.

These terms comprise the full and final settlement of all aspects of these applications for both parties.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

Based on the above, I find that all matters between these parties raised in this application is resolved pursuant to the above agreed terms.

Conclusion

Further to the settlement reached by the parties, I dismiss all claims by both parties in this application without leave to reapply.

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: May 24, 2019

Residential Tenancy Branch