



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDCL-S 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 or compensation pursuant to section 67 of the *Act* and to retain the security deposit in partial satisfaction of the claim; and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. Tenant Z.K. confirmed that he was authorized to act on behalf of both named tenants in this matter.

As both parties were present, I asked the parties to confirm service of documents. The landlord testified that the tenants were individually served with the Notice of Dispute Resolution Proceeding and the landlord's evidence by Canada Post registered mail on May 9, 2019, which was confirmed received by both tenants.

Tenant Z.K. testified that the tenants did not submit any evidence in this matter.

Based on the testimony of both parties, I find that the tenants were served with the notice of hearing and evidence for this hearing in accordance with the *Act*.

### Issue(s) to be Decided

Is the landlord entitled to a monetary order for compensation for damages and to retain the security deposit in partial satisfaction of that claim?

Is the landlord entitled to recover the filing fee for this application?

### 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, 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 and all claims arising from this tenancy, given that this tenancy has ended:**

1. The tenants agreed that the landlord retain the security deposit of \$762.50.
2. The tenants agreed to pay the landlord \$50.00 by e-transfer during the hearing. The payment was confirmed received by the landlord during the hearing.
3. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's Application for Dispute Resolution, all issues currently under dispute at this time, and that no further claims will be made by the landlord or the tenants whatsoever arising from this tenancy.

### Conclusion

The landlord retained the \$762.50 security deposit and the tenants paid the landlord \$50.00 in full and final satisfaction of the landlord's monetary claim.

Neither party may bring forward any further claims against each other arising from this tenancy.

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: August 12, 2019

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Residential Tenancy Branch