



# 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 part of the security and pet damage deposit in 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 W.M. 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 tenant confirmed receipt of the landlord's Notice of Dispute Resolution Proceeding and the landlord's evidence.

The tenant confirmed 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 part of the security and pet damage deposits in 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. In full and final satisfaction of the landlord's claim, the landlord will retain part of the security and pet damage deposits, returning to the tenants \$619.72 from the security and pet damage deposits. The landlord will make this payment by cheque sent to the tenants by no later than August 30, 2019 to the address for service of the tenants confirmed during the hearing and noted on the cover sheet of this Decision.
2. Both parties voluntarily agreed to the terms of this settlement as outlined above and agreed that this settlement constitutes a final and binding resolution of the landlord's Application for Dispute Resolution dated May 15, 2019, 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

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenants a Monetary Order for \$619.72 dated September 4, 2019, which allows five days for mailing as the cheque is required to be sent by no later than August 30, 2019. This order is to be served on the landlord ONLY if the landlord fails to abide by the terms set out in this settlement agreement.

Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenants are enforcing the Monetary Order.

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 27, 2019

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Residential Tenancy Branch