



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes**

Landlord: FFL MNDCL-S MNDL-S  
Tenant: FFT MNDCT MNSD

### **Introduction**

This hearing dealt with applications from both the tenant and the landlords pursuant to the *Residential Tenancy Act* (the *Act*).

The landlord applied for:

- a monetary order for damage or compensation pursuant to section 67 of the *Act* and to retain the security deposit and pet damage deposit in partial satisfaction of the claim; and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

The tenant applied for:

- return of the security deposit and pet damage deposit pursuant to section 38 of the *Act*;
- a monetary order for damage or compensation pursuant to section 67 of the *Act*; and
- recovery of the filing fee for this application from the landlord 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.

As both parties were present, service of documents was confirmed. The parties testified that they were in receipt of each other's application and evidentiary materials. Based on the undisputed testimonies of the parties, I find that both parties were sufficiently served for the purposes of this hearing in accordance with the *Act*.

Issue(s) to be Decided

Which party is entitled to the security and pet damage deposits?

Is either party entitled to a monetary award or the recovery of the filing fee?

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 landlord agreed to return the security and pet damage deposits totalling \$5,300.00 to the tenant by cheque by no later than October 14, 2019. The tenant confirmed his address of service during the hearing, and I have recorded this on the cover sheet of this Decision for the reference of the parties. The parties were directed to keep proof of this monetary transaction for their records.
2. 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 filed June 14, 2019; the tenant's Application for Dispute Resolution filed July 22, 2019; all issues currently under dispute at this time; and that no further claims will be made by the landlord or the tenant 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 tenant a Monetary Order for \$5,300.00 dated October 14, 2019 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 tenant is 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: September 30, 2019

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Residential Tenancy Branch