



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PROLINE MANAGEMENT LTD and  
[tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes**      **FFT MNSD**  
                                 **FFL MNDL-S**

### **Introduction**

This hearing dealt with applications filed by both the landlord and the tenants pursuant to the *Residential Tenancy Act* ("Act").

The tenants applied for:

- Authorization to recover the filing fee for this application from the landlord pursuant to section 72; and
- An order for the return of a security deposit or pet damage deposit pursuant to section 38.

The landlord applied for:

- Authorization to recover the filing fee for this application from the tenants pursuant to section 72; and
- A monetary order for damages to the rental unit pursuant and authorization to retain the security deposit pursuant to sections 38 and 67.

Both the tenants and the landlord attended the hearing. Neither party raised any concerns with timely service of documents. Both parties were prepared to deal with the matters of their applications.

### **Settlement Reached**

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:

1. The tenants will forfeit their deposit in the amount of \$487.50 and will provide the landlord with a further \$1,500.00 in full satisfaction of the landlord's claim.
2. This settlement comprises a full, final and binding resolution of each of the applications filed by the landlord and the tenants.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

#### Conclusion

In order to implement the above settlement reached between the parties and as discussed with them at the hearing, I issue a monetary Order in the landlord's favour in the amount of \$1,500.00.

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: December 03, 2019

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Residential Tenancy Branch