



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL, MNDL-S**

Introduction

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

Authorization to recover the filing fee for this application from the tenants pursuant to section 72; and

A monetary Order for Damages and authorization to retain a security deposit pursuant to sections 38 and 67.

The landlord attended the hearing and the tenants were represented at the hearing by their agent, KE. The tenant's agent confirmed receipt of the landlord's Application for Dispute Resolution and stated there were no concerns with timely service of documents. The landlord testified she did not serve the tenants with the evidence she uploaded to the Residential Tenancy Branch website and I excluded that evidence in accordance with rule 3 of the Residential Tenancy Branch Rules of Procedure.

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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:

Both parties agree that the landlord may retain the security deposit and pet damage deposit in the sum of \$1,395.00 in full and final satisfaction of the landlord's claim.

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.

As the parties did not indicate consensus on the filing fee, I decline to award the landlord an order to recover it.

Conclusion

Pursuant to section 63 of the *Act*, this Application for Dispute Resolution is settled in the above terms.

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: April 07, 2020

Residential Tenancy Branch