



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      **FFL, MNDL-S, MNDCL-S**

### **Introduction**

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

- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement in the amount of \$1,394 pursuant to section 67;
- authorization to recover the filing fee for this application from the tenants pursuant to section 72.

The tenant YS attended the hearing on behalf of both tenants. The landlord was represented at the hearing by Rental Office Manager ("**JK**"). All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

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, engaged in a conversation, 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 and future issues between the parties relating to the tenancy:

1. The landlord may retain the security deposit (\$662) and the key deposit (\$145).
2. The tenants will pay \$45 to the landlord.
3. The tenants will return the "pool tags" to the landlord.

This comprises the full and final settlement of all aspects of this dispute and all future disputes relating to this tenancy between the parties. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final and

binding, which settle all aspects of this and all future disputes relating to the tenancy between these two parties.

**Conclusion**

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order ordering the tenants to pay the landlord \$45.

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: June 5, 2020

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Residential Tenancy Branch