



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC-S, MNR-S, FF

### Introduction, Preliminary and Procedural Matters-

This hearing was convened as the result of the landlords' application for dispute resolution under the Residential Tenancy Act (Act) for:

- compensation for a monetary loss or other money owed;
- a monetary order for unpaid rent;
- authority to keep the tenants' security deposit and pet damage deposit to use against a monetary award and
- recovery of the filing fee.

The listed landlord and tenant appeared and confirmed a settlement reached prior to the hearing.

The evidence shows the parties signed a Settlement Agreement on August 4, 2020, in which the parties agreed to a settlement of all issues relating to this tenancy, including the matters raised in the landlords' application.

The evidence also included a written tenancy agreement showing a tenancy start date of February 17, 2019, a fixed term through February 17, 2020, monthly rent of \$3,250, due on the 1<sup>st</sup> day of the month, and a security deposit of \$1,625 and a pet damage deposit of \$1,625 being paid by the tenants to the landlord.

The parties desire that their settled agreement be recorded by the Director of the Residential Tenancy Branch (RTB). As such, the Settlement Agreement, dated August 4, 2020, is incorporated in this Decision by reference.

### **Settled Agreement**

Prior to the hearing, the parties reached a comprehensive settlement. Pursuant to section 63 of the Act, I record their agreement in this my Decision. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the landlords' claims.

The parties understood the nature of this full and final settlement of this matter. The terms of the settlement are as follows:

1. The landlords will retain the tenants' security deposit of \$1,625 and the pet damage deposit of \$1,625 in full and final settlement of the landlords' application claiming against the tenants for monetary compensation;
2. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the landlords' application and that no finding is made on the merits of the said application for dispute resolution; and
3. The parties acknowledge that this mutually settled agreement represents a full and final release and discharge from any and all claims, alleged or otherwise, related to this tenancy.

### **Conclusion**

The landlords and tenants have reached a settled agreement of the landlords' application and any and all claims, alleged or otherwise, related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement of the parties 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 13, 2020

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Residential Tenancy Branch