



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDCL-S, FFL**

Introduction

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

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

The landlord was represented at the hearing by an agent, MN. The tenant attended the hearing. As both parties were present, service of documents was confirmed. The tenant acknowledged receipt of the landlord's Application for Dispute Resolution and stated he had no concerns with timely service of documents. The landlord acknowledged service of the tenant's evidence and stated the same. The landlord submitted a late piece of evidence, an audio recording and the tenant did not object to admitting it as evidence.

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:

1. Within five (5) business days, the tenant is to send a cheque to the landlord payable to the city in the amount of \$43.02 or the tenant can pay the city directly. The tenant is to provide the landlord with proof that this \$43.02 payment to the city for the electrical utility has been paid.
2. Upon the tenant providing to the landlord proof of payment to the city, the landlord will return \$375.00 from the sum of \$1,100.00 taken as a security deposit and pet damage deposit to the tenant.

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.

The filing fee was not discussed during settlement. The choice to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the *Act*, the filing fee will not be recovered.

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 tenant's favour in the amount of \$375.00.

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: August 20, 2020

Residential Tenancy Branch