



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**Dispute Codes**      For the landlord: MNDL-S, FFL  
For the tenant: MNSDB-DR, MNDCT

### **Introduction**

Pursuant to section 58 of the *Residential Tenancy Act* (the *Act*), I was designated to hear the crossed applications regarding the above-noted tenancy. The landlord applied for:

- a monetary order for compensation for damage or loss under the *Act*, the regulation or tenancy agreement, pursuant to section 67 of the *Act*;
- an authorization to retain the tenant's security deposit, under Section 38 of the *Act*;
- an authorization to recover the filing fee for this application, pursuant to section 72 of the *Act*.

This hearing also dealt with the tenant's application pursuant to the *Act* for:

- an order for the landlord to return the security deposit, pursuant to section 38 of the *Act*; and
- a monetary order for compensation for damage or loss under the *Act*, the regulation or tenancy agreement, pursuant to section 67 of the *Act*.

The hearing on June 05, 2020 was adjourned until today so that both applications could be heard at the same time. Both parties attended both hearings. The landlord was assisted by advocate HR in the hearing on August 20, 2020. All were given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

### **Settlement**

Pursuant to section 63 of the *Act*, an 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 listed in their applications for dispute resolution:

1. The landlord is authorized to withhold \$400.00 from the security and pet damage deposits.
2. The landlord will return \$1,150.00 to the tenant by cheque to be registered mailed by August 25, 2020
3. The parties will not submit any new application regarding this tenancy.

### Conclusion

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

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

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Residential Tenancy Branch