



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNDL-S, FFL**

### Introduction

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- Authorization to recover the filing fee for this application pursuant to section 72.

The landlord attended. The tenant attended with the agent AL ("the tenant"). All parties had opportunity to provide affirmed testimony, present evidence and make submissions. No issues of service were raised. The hearing process was explained.

Before the conclusion of this 90-minute hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute. The parties agreed the issue of the security deposit had been dealt with a previous hearing referenced on the first page.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

**The parties agreed as follows:**

1. The tenant shall pay to the landlord the sum of \$1,500.00 in satisfaction of the landlord's claim payable;
2. The parties acknowledged that the tenant obtained a Monetary Order against the landlord in the amount of \$5,700.00 in the previous hearing referenced on the first page;
3. The parties agreed that the Monetary Order is hereby reduced by \$1,500.00 and the tenant is entitled to receive \$4,200.00 from the landlord in satisfaction thereof;
4. The landlord agreed to pay the balance of the amount owing of \$4,200.00 to the tenant by cheque to be mailed to him by 5:00 PM by December 17, 2020;

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this application.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

This matter is settled on 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*.

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Dated: December 07, 2020

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Residential Tenancy Branch