



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Devon Properties Ltd. and
[tenant name suppressed to protect privacy]

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 compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("*Regulation*") or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to apply the security deposit to the monetary award and an order requiring the landlord to reimburse the tenant for the filing fee pursuant to section 72.

The tenants attended. The agents CA and PG attended for the landlord ("the landlord"). The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 33 minutes. There were no issues raised regarding service. I find service of documents complied with the *Act*.

Both parties had an opportunity to be heard, to present their affirmed testimony and to make submissions. Each party confirmed they were not recording the hearing.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

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. This settlement agreement was reached in accordance with section 63.

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 parties acknowledged that the landlord is authorized to retain the security deposit of \$765.00 in full and final satisfaction of the landlord's application.

This settlement was fully discussed by the parties. Each party stated they understood and agreed with the terms.

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

The application 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*.

Dated: May 18, 2021

Residential Tenancy Branch