



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCL-S, FFL, MNDCT, MNSD, FFT

### Introduction

On April 8, 2021, the Landlord made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Residential Tenancy Act* (the “*Act*”), seeking to apply the security deposit towards this debt pursuant to Section 67 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*.

On August 25, 2021, the Tenant made an Application for Dispute Resolution seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, seeking a return of double the security deposit pursuant to Section 38 of the *Act*, and seeking to recover the filing fee pursuant to Section 72 of the *Act*. This Application was combined with the Landlords’ Application as part of a settlement agreement held on September 7, 2021.

At the outset of the hearing, the parties immediately engaged in settlement discussions.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an Arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would make a final and binding Decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding Decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written Decision and make any necessary Orders. I also explained that

the written Decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlords may retain the security deposit in the amount of **\$1,500.00**.
2. The Landlords will not seek any further compensation from the Tenant.
3. The Tenant will not seek any further compensation from the Landlords.

This settlement agreement was reached in accordance with Section 63 of the *Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that they understood the binding nature of the settlement of these disputes. The parties also agreed that they are prohibited from filing any other Applications against each other with respect to this rental unit.

### Conclusion

The parties reached a full and final settlement agreement in resolution of these disputes. I have recorded the terms of settlement in this Decision and in recognition of the settlement agreement, based on the above, the Landlords may retain the Tenant's security deposit. All other claims with respect to this tenancy have been withdrawn and no further claims can be made against the other party with respect to this rental unit and this particular tenancy.

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: September 8, 2021

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Residential Tenancy Branch