



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 recover the filing fee for this application pursuant to section 72.

The tenant AS attended for both tenants ("the tenant"). The agent CY attended for the landlord ("the landlord"). The hearing process was explained, and each party had the opportunity to ask questions. The hearing lasted 28 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 \$449.00 in full and final satisfaction of the landlord's application.
- 2) The landlord shall return the balance of the security deposit of \$654.00 to the tenant by September 10, 2021.
- 3) The tenant shall attend at the agent CY's office by 4 PM on September 10, 2021 for receipt of the cheque.

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

Either party may apply for such further relief as may be necessary to give effect to this agreement.

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: September 03, 2021

Residential Tenancy Branch