



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNDL-S, FFL**

### Introduction

This hearing dealt with an application filed by the landlord pursuant the *Residential Tenancy Act* (the “Act”) for:

- A monetary order for damages caused by the tenant, their guests to the unit, site or property and authorization to withhold a security deposit pursuant to sections 67 and 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord and both of the tenants attended the hearing. As both parties were present, service of documents was confirmed. The tenants acknowledged service of the landlord’s Notice of Dispute Resolution Proceedings and the landlord acknowledged service of the tenants’ evidence. Both parties indicated they had no concerns with timely service of documents.

### Preliminary Issue

The tenants named on the tenancy agreement did not match the tenants’ names as listed on the tenancy agreement. Pursuant to section 64(3) of the Act and rule 4.2 of the Residential Tenancy Branch Rules of procedure, the tenants’ names were amended to reflect the proper names as shown on the cover page of this decision.

### Settlement Reached

Pursuant to section 63 of the Act, the 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. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, 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 currently under dispute at this time:

**The landlord is to retain \$150.00 of the tenants' security deposit. During the hearing the landlord returned the remaining \$500.00 of the tenants' security deposit in full and final settlement of the application before me. The tenants acknowledged receiving the funds transmitted via e-transfer.**

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

The decision to order payment of the filing fee is discretionary upon the arbitrator and in accordance with section 72 of the Act, the filing fee will not be recovered.

#### Conclusion

Pursuant to section 63 of the Act, this dispute is settled in the terms set out above.

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: February 01, 2022

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Residential Tenancy Branch