



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNDL-S, FFL**

### Introduction

This hearing was convened by way of conference call in response to the Landlords' application for dispute resolution ("Application") under the *Residential Tenancy Act* (the "Act") in which the Landlords seek:

- a Monetary Order for compensation to make repairs that the Tenants, their pets or their guests caused during the tenancy 67;
- an authorization to keep the Tenants' security and/or pet damage deposit(s) under section 38; and
- an authorization to recover the filing fee for the Application pursuant to section 72..

An agent ("BC") for the Landlords and one of the two Tenants ("KF") attended this hearing and they were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

BC stated the Landlords served each of the Tenants with the Notice of Dispute Resolution Proceeding and their evidence ("NDRP Package") by registered mail on October 8, 2022. BC submitted the Canada Post invoice and tracking numbers for service of the two NDRP Packages on each of the Tenants. KF acknowledged the Tenants received the NDRP Packages. I find each of the Tenants were served with the NDRP Packages in accordance with the provisions of sections 88 and 89 of the Act.

### Settlement Agreement

Pursuant to section 63 of the Act, an 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. During the 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 to the following final and binding settlement of all issues currently under dispute:

1. The Landlords agree to withdraw the Application;
2. The Tenants agree to pay the Landlords \$380.00 compensation for damages to the rental unit;
3. The Landlords may retain \$380.00 from the security deposit in satisfaction of the agreement of the Tenants to pay the Landlord compensation for the damages to the rental unit; and
4. The Landlords agree to return the balance of the security deposit, being \$670.00, to the Tenants within 15 days of receipt of this decision by the Landlords.

These particulars comprise the full and final settlement of all aspects of the Landlords' dispute against the Tenants. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

### Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

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: April 25, 2022

---

Residential Tenancy Branch