



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDL-S, FFL**

This hearing was convened by way of conference call in response to an application for dispute resolution (“Application”) filed by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”). The Landlord applied for the following:

- a monetary order for compensation to make repairs that the Tenants, their pets or their guests caused during the tenancy pursuant to 67;
- authorization to keep the Tenants’ security and pet damage deposits pursuant to section 38; and
- authorization to recover the application fee of the Application from the Tenants pursuant to section 72.

The two Tenants (“TO” and “KS”) and the Landlord’s agent (“KM”) attended the hearing. They were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

KM stated the Landlord served the Notice of Dispute Resolution Proceeding with the Landlord’s evidence (“NDRP Package”) on each of the Tenants by registered mail on December 10, 2021. KM provided the Canada Post tracking numbers for the service of the NDRP Package on the Tenants. KS acknowledged the Tenants received the NDRP Packages. I find the NDRP Package was served on each of the Tenants in accordance with the provisions of sections 88 and 89 of the Act.

KS stated the Tenants did not serve the Landlord with, or file with the Residential Tenancy Branch, any evidence for this hearing.

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 Landlord agrees to withdraw the Application;
2. The Tenants agree to pay the Landlord, and the Landlord agrees to accept, the sum of \$2,350.00 in full and complete satisfaction for any and all damages the Landlord alleges the Tenants, their guests and/or pets have caused to the rental unit; and
3. The Landlord may retain the Tenants' security deposit of \$850.00 in partial satisfaction of the \$2,350.00 they have agreed to pay the Landlord pursuant to the terms of the settlement leaving a balance of \$1,500.00 payable by the Tenants to the Landlord.

These particulars comprise the full and final settlement of all aspects of the Landlord's 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.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I order the Tenants pay the Landlord \$1,500.00 and grant the Landlord a Monetary Order for this amount. This Monetary Order may be enforced in Provincial Court.

The Landlord is provided with this Order in the above terms and the Tenants must be served with these Order as soon as possible.

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: July 12, 2022

Residential Tenancy Branch