



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 as a result of the Landlords' application under the *Residential Tenancy Act* (the "Act") for:

- a Monetary Order of \$1,000.00 as compensation for the damage that the Tenants, their pets or their guests caused during the tenancy pursuant to sections 32 and 67;
- an order for the Landlords to keep the Tenants' security deposit pursuant to section 72(2)(b); and
- authorization to recover the filing fee for this application from the Tenants pursuant to section 72.

The Landlords and one of the Tenants, VO, attended this hearing. They were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

All attendees at the hearing were advised that the Residential Tenancy Branch Rules of Procedure prohibit unauthorized recordings of dispute resolution hearings.

Preliminary Matter – Amendment of Parties

This application initially listed AK as the sole landlord and VO as the sole tenant. OK also attended this hearing and testified that she is a co-owner of the rental unit with AK. In addition, VO confirmed that KL is her spouse and was named as a tenant on the tenancy agreement. Based on the parties' testimonies, I have amended the application to include OK as a second landlord and KL as a second tenant.

Settlement

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 a final and binding settlement of all aspects of this tenancy as follows:

1. The Landlords are authorized to retain \$500.00 from the Tenants' security deposit.
2. On or before Friday, September 30, 2022, the Landlords will send a cheque for the balance of the Tenants' security deposit in the amount of \$2,247.50 to the Tenants via registered mail, and will provide the Tenants with the registered mail tracking number.
3. Neither the Landlords nor the Tenants will make any further claims against each other with respect to this tenancy.

The parties gave verbal affirmation at the hearing that they understood and agreed to the above settlement as legal, final, and binding, which resolves all aspects of their tenancy.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application and make no award regarding the filing fee.

To give effect to the settlement reached between the parties and as discussed at the hearing, I grant a Monetary Order to the Tenants in the amount of \$2,247.50. If the Landlords do not return the balance of the security deposit to the Tenants as agreed upon, this Order may be served on the Landlords, filed in the Provincial Court of British Columbia, and enforced as an Order of that Court.

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 26, 2022

Residential Tenancy Branch