



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

- a monetary order for compensation to make repairs that the Tenants, their pets or their guests caused to the rental unit during the tenancy pursuant to section 67;
- authorization to keep the Tenants’ security deposit pursuant to section 38;  
and
- authorization to recover the filing fee for the Application from the Tenants pursuant to section 67.

The two Landlords (“UZ” and “MZ”), one of the two Tenants (“CB”) and the Tenants’ advocate (“JK”) attended the hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure* (“RoP”). The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

UZ stated the Landlords served the Notice of Dispute Resolution Proceeding and their evidence (collectively the “NDRP Package”) on the Tenants by ExpressPost on April 29, 2022. CB acknowledged the Tenants received the NDRP Package. I find the Tenants were served with the NDRP Package pursuant to sections 88 and 89 of the Act.

CB stated the Tenants served their evidence on the Landlords by registered mail on October 22, 2022. UZ acknowledged the Landlords received the Tenants' evidence. I find the Landlords were served with the Tenants' evidence pursuant to the provisions of section 88 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 Tenants agree to pay the Landlords \$3,650.00;
2. The Tenants agree the Landlords may retain their security deposit of \$1,650.00 in partial satisfaction of the \$3,650.00 they have agreed to pay the Landlords, leaving a balance of \$2,000.00 to be paid by the Tenants to the Landlords; and
3. The Landlords agree to waive their claim of \$100.00 for the filing fee of the Application.

These particulars comprise the full and final settlement of all claims made by the Landlords in the Application. 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 by the Landlords 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 grant the Landlords a Monetary Order for \$2,000.00. This Order may be filed and enforced in the Small Claims Division of the Provincial Court of British Columbia.

The Landlords are provided with the above Order on the above terms and the Tenants must be served by the Landlords with this 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: November 8, 2022

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Residential Tenancy Branch