



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 for Dispute Resolution (the Application) filed by the Landlords under the Residential Tenancy Act (the Act) on May 17, 2022, seeking:

- Compensation for the cost of cleaning and repairs;
- Retention of the security and/or pet damage deposit(s); and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 1:30 P.M. on January 31, 2023, and was attended by the Landlords and the Tenant. All parties provided affirmed testimony. As the Tenant acknowledged service of the Notice of Dispute Resolution Proceeding (NODRP), I find they were sufficiently served for the purposes of the Act and the Residential Tenancy Branch Rules of Procedure (Rules of Procedure), and the hearing therefore proceeded as scheduled.

The parties were advised that pursuant to rule 6.10 of the Rules of Procedure, interruptions and inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties

to reach an agreement, which would be documented in my Decision and any supporting orders. During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree that the Landlords may retain the \$750.00 security deposit and the \$200.00 pet damage deposit for cleaning, repair, and key replacement costs.
2. The parties agree that this constitutes full and final settlement of all monetary claims between them under the Act.

This settlement agreement was reached in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of the above mutual settlement agreement.

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: January 31, 2023

Residential Tenancy Branch