



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **MNDL-S, FFL**

Introduction

This hearing dealt with an application filed by the landlord pursuant to the *Residential Tenancy Act* (the "Act") for:

- A monetary order for damages caused by the tenant, their guests to the unit, site or property and authorization to withhold a security deposit pursuant to sections 67 and 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both landlords attended the hearing and the tenants were represented by their agent, AP. The agent confirmed with me that she had the authority to represent both tenants at the commencement of the hearing. The agent also acknowledged service of the landlord's Notice of Dispute Resolution Proceedings package on behalf of both tenants.

The parties were informed at the start of the hearing that recording of the dispute resolution is prohibited under the Rule 6.11 of the Residential Tenancy Branch Rules of Procedure ("Rules") and that if any recording was made without my authorization, the offending party would be referred to the RTB Compliance Enforcement Unit for the purpose of an investigation and potential fine under the Act.

Each party was administered an oath to tell the truth and they both confirmed that they were not recording the hearing.

Settlement Reached

Pursuant to section 63 of the Act, the 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. I advised the parties that there is no obligation to resolve the dispute through settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to

make a decision based on the evidence before me. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved the following resolution of their dispute.

1. The parties agree that during the hearing, the landlord has returned \$161.12 to the tenants' agent via e-transfer. This represents the remainder of the tenants' security deposit after deductions agreed to on behalf of the tenants by their agent.
2. Both parties agree that neither party will file any applications for dispute resolution against the other party regarding this tenancy in the future.

Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the application before me.

As this matter was settled by agreement, I decline to exercise my discretion to order that the landlord recover the filing fee. This portion of the application is dismissed without leave to reapply.

Conclusion

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: March 02, 2023

Residential Tenancy Branch