



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes **MNDL-S, MNDCL, FFL**

Introduction

This hearing was set to deal with a landlord's application for monetary compensation for damage to the rental unit and damages or loss under the Act, regulations or tenancy agreement; authorization to retain the tenant's security deposit; and, recovery of the filing fee.

Only the landlord appeared for the hearing and the landlord was affirmed.

Since the tenant did not appear, I explored service of hearing materials upon the tenant. The landlord provided a registered mail receipt, the move-out inspection report, and an email from the tenant, as proof the tenant was served by registered mail sent on September 16, 2022 to the tenant's forwarding address. The landlord testified that the registered mail was successfully delivered. I was satisfied the tenant was duly served and I continued to hear from the landlord.

The landlord proceeded to inform me that the parties had entered into a settlement agreement and the landlord was just awaiting payment of the agreed upon amount. During the hearing, the landlord stated that a payment of \$5600.00 was deposited into the landlord's bank account as we were speaking and was satisfied the parties had settled.

I instructed the landlord to upload a copy of the settlement agreement for my review, which he did.

Upon review of the settlement agreement, I note the agreement reached between the parties is indicative of a full and final settlement agreement that was executed by both parties. As provided under the settlement agreement, the landlord is authorized to

retain the tenant's security deposit and the tenant was to pay the landlord \$5500.00 in satisfaction of the damages. The landlord confirmed to me that tenant has made payment in satisfaction of the settlement agreement. Therefore, I consider this matter resolved and it is not necessary for me to further hear or decide the landlord's claims or issue any Monetary Order to either party.

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: May 23, 2023

Residential Tenancy Branch