



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Ministry of Housing

DECISION

Dispute Codes MND MNSD FF

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A participatory hearing was held on June 1, 2023. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the "Act").

The Landlords and both Tenants attended the hearing and provided testimony. The Landlord had an agent present, and the Tenants had a translator and an agent present to assist them.

Settlement Agreement

During the hearing, the Landlord agreed to withdraw her application in full in pursuit of the settlement agreement listed below. The Tenants also agreed to the following terms as full and final settlement of all damage and compensation related to the tenancy at the rental unit, and how to manage the deposits held by the Landlord.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

Both parties agree that:

- The landlord will retain the security and pet deposit (Totalling \$2,650.00) in full, and the Landlord withdraws his application, in full.

- Both parties agree that this is full and final settlement of all aspects of this dispute.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter. The Tenants' translator disconnected a few minutes before the end of the hearing. However, the Tenants confirmed they were okay to continue to have settlement discussions, in the absence of their translator, since their agent was still present and able to help with any language issues. The Tenants and the Landlord both confirmed they understood and were in agreement on the above noted terms.

Conclusion

The Landlord may retain both deposits in full satisfaction of all matters in this dispute.

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: June 20, 2023

Residential Tenancy Branch