



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding FIRSTSERVICE RESIDENTIAL BC
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S, MNDCL-S, FFL

Introduction

The landlord sought compensation against their former tenant pursuant to section 67 of the *Residential Tenancy Act* ("Act"). In addition, the landlord had sought recovery of the filing fee under section 72 of the Act.

Both parties, along with various witnesses, attended the hearing at 1:30 PM on January 28, 2021, which was held by teleconference.

Settlement Agreement

After the parties and I discussed various issues relating to the service (or lack thereof) of evidence, the tenant proposed to settle the dispute in exchange for the landlord retaining the tenant's security and key fob deposits. The landlord's agent indicated that he was amenable to this proposal.

Pursuant to section 63 of the Act (which authorizes me to resolve a dispute by way of settlement), I hereby find that the landlord and the tenant have agreed to settle this dispute on the following terms:

1. the landlord is authorized to retain the tenant's \$750.00 security deposit;
2. the landlord is authorized to retain the tenant's \$100.00 key fob deposit;
3. the landlord agrees not to make any further applications for dispute resolution in respect of this tenancy; and,
4. the tenant agrees not to make any application for dispute resolution in respect of this tenancy.

As the outcome of this dispute was achieved through settlement, I decline to award recovery of the filing fee to the landlord.

Conclusion

I order the parties to comply with the terms of the settlement agreement as set out above.

Finally, I thank the parties for their flexibility and willingness to reach a settlement.

This decision is made on authority delegated to me under section 9.1(1) of the Act.

Dated: January 28, 2021

Residential Tenancy Branch