

## **DECISION**

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

### **Introduction**

This hearing dealt with an application by the landlord under the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for unpaid rent and for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* (“*Regulation*”) or tenancy agreement pursuant to section 67 of the *Act*;
- Authorization to retain all or a portion of the tenant’s security deposit in partial satisfaction of the monetary order requested pursuant to section 72 of the *Act*;
- An order requiring the tenant to reimburse the landlord for the filing fee pursuant to section 72.

### ***Attendance***

The landlord and the tenants (“the tenant”) attended. Both parties had opportunity to provide affirmed testimony, present evidence and make submissions. I explained the hearing process. Neither party made any adjournment or accommodation requests.

The hearing lasted 74 minutes.

Each party provided their address to which the Decision shall be sent.

### *Service*

No issues of service were raised. I find service of documents complied with the Act.

### *Settlement*

I explained the settlement process, and the potential outcomes and consequences, to both parties.

I informed the parties that I could not provide legal advice to them. I would make my Decision after the hearing.

I informed the parties that they could consult the RTB public website or speak to Information Officers at the RTB. I notified them that they could settle their tenancy issues privately or at an RTB hearing.

Both parties had an opportunity to ask questions, which I answered.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute. This settlement agreement was reached in accordance with section 63.

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:

**The parties agreed as follows:**

- 1) The tenant shall pay **\$2,312.00** to the landlord in full and final settlement of the landlord's claim.
- 2) In partial satisfaction of the award, the landlord shall retain the security deposit of \$1,000.00 as follows:

ITEM	AMOUNT
Award	<b>\$2,312.00</b>
(Less security deposit held by landlord)	(\$1,000.00)
<b>MONETARY ORDER ISSUED TO LANDLORD</b>	<b>\$1,312.00</b>

To give effect to this settlement agreement, I grant the landlord a Monetary Order in the amount of \$1,312.00. This Monetary Order must be served on the tenants at the email address which appears for them on the first page, and which was provided to the landlord during the hearing by the tenant. The Monetary Order may be filed and enforced in the Courts of the Province of BC.

This agreement constitutes full and final settlement of this application.

The parties fully discussed this settlement. Each party stated they understood and agreed with the terms.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I grant the landlord a Monetary Order in the amount of \$1,312.00. This Monetary Order must be served on the tenants at the email address which appears for them on the first page, and which was provided to the landlord during the hearing.

The Monetary Order may be filed and enforced in the Courts of the Province of BC.

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: April 04, 2023

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Residential Tenancy Branch