



# Dispute Resolution Services

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Residential Tenancy Branch  
Ministry of Housing

## DECISION

Dispute Codes      **MNDCL-S FFL**

### Introduction

This hearing was convened by way of conference call in response to an application for dispute resolution (“Application”) filed by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”). The Landlord applied for the following:

- an order for compensation for monetary loss or other money owed by the Tenant to the Landlord pursuant to section 67;
- authorization to keep the Tenant’s security deposit pursuant to section 38;  
and
- authorization to recover the filing fee for the Application from the Tenant pursuant to section 67.

The Landlord, the Landlord’s translator, the Tenant and the Tenant’s legal counsel (“PM”) attend this hearing. I explained the hearing process to the parties who did not have questions when asked. I told the parties they were not allowed to record the hearing pursuant to the *Residential Tenancy Branch Rules of Procedure*. The parties were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

The Landlord stated she served the Notice of Dispute Resolution Proceeding and her evidence (collectively the “NDRP Package”) to the Tenant by Priority Post on August 18, 2022. The Tenant acknowledged he received the NDRP Package. I find the Landlord served the NDRP Package to the Tenant in accordance with the provisions of sections 88 and 89 of the Act.

### Settlement of Tenant's Claims

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The parties agreed to the following final and binding settlement of all issues currently under dispute:

1. The Landlord and Tenant acknowledge the Tenant paid the Landlord \$1,750.00 for a security deposit and \$3,500.00 for rent for the month of August 2022;
2. The Tenant agrees the Landlord may retain \$1,750.00;
3. The Landlord agrees to return \$3,500.00 to the Tenant; and
4. The Landlord agrees to withdraw the Application.

These particulars comprise the full and final settlement of all claims made by the Landlord in the Application. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of claims made in the Application.

### Conclusion

As the parties have reached a full and final settlement of all the claims set out in the Application, I make no factual findings about the merits of the Application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I grant the Tenant a monetary order requiring the Landlord to pay the Tenant \$3,500.00. The Tenant is provided with the monetary order on the above terms and the Landlord must be served by the Tenant with the monetary order as soon as possible. This monetary order may be filed and enforced by the Tenant in the Small Claims Division of the Provincial Court of British Columbia.

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 25, 2023

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Residential Tenancy Branch