

## **DECISION**

### **Dispute Codes:**

MNDC, MND, MNSD, FF

### **Introduction**

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for money owed or compensation for damage or loss; for a monetary Order for damage to the rental unit; to keep all or part of the security deposit; and to recover the fee for filing this Application for Dispute Resolution.

Both parties were represented at the hearing.

### **Issue(s) to be Decided**

The issues to be decided are whether the Landlord is entitled to compensation for damage to the rental unit; to retain all or part of the security deposit paid by the Tenant; and to recover the filing fee for the cost of this Application for Dispute Resolution.

### **Background and Evidence**

At the outset of this hearing the Landlords and the Tenant mutually agreed to resolve this dispute under the following terms:

- The Landlord will withdraw the Application for Dispute Resolution
- The Tenant will authorize the Landlord to retain the security deposit in compensation for damages that occurred during the tenancy
- The Landlord will not seek further compensation for anything arising out of this tenancy
- The Tenant will not seek further compensation for anything arising out of this tenancy

This agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

### Conclusion

Base on the mutual agreement reached at this hearing, I find that the Landlord is entitled to retain the Tenant's security deposit in full satisfaction of this monetary claim.

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: July 08, 2010.

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Dispute Resolution Officer