

## **DECISION**

### **Dispute Codes:**

MNDC, MNR, MND, MNSD, OLC, FF

### **Introduction**

This hearing was convened in response to cross applications.

The Landlord filed an 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 unpaid rent; 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.

The Tenant filed an Application for Dispute Resolution, in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss; for the return of their security deposit; and to recover the fee for filing this Application for Dispute Resolution.

Both parties were represented at the hearing. The Landlord stated that both Tenants were served copies of the Application for Dispute Resolution and Notice of Hearing via registered mail at the address noted on the Application, on June 23, 2010. The Tenant stated that neither Tenant received those documents.

### **Background and Evidence**

As we were discussing the need for an adjournment for the purposes of providing the Tenant with the opportunity to review the Landlord's Application for Dispute Resolution, the Landlord and the Tenant indicated that they wished to settle their disputes related to this tenancy under the following terms:

- The Landlord will withdraw the Application for Dispute Resolution
- The Tenant 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 or his agent and the Tenant or his agent will meet at the rental unit on Sunday, July 18, 2010 at noon, at which time the Landlord will return all of the Tenant's property that he has in his possession, including:
  - 1 king size mattress
  - 2 swing sets
  - 1 blue step stool
  - 2 microwave ovens
  - 1 hairdressing chair/sink
  - 1 clothes dryer

- 1 cork board
- 1 shower curtain/hooks/caddy
- 1 toilet seat
- 1 broom
- 1 carpet shampooer
- 6 panel curtains
- 1 painting
- 4 area rugs
- 2 hoses/nozzles
- 1 real estate sign
- 5 recycle bins
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- The Tenant authorizes the Landlord to discard his possessions if he is not at the rental unit by Sunday, July 18, 2010 at 1:00 p.m.
- 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
- The Landlord and the Tenant understand that this agreement has no impact on any criminal proceedings that have arisen out of this tenancy.

This agreement was summarized for the parties on at least two occasions and the landlord and the Tenant 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 09, 2010.

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Dispute Resolution Officer