



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MND MNSD MNDC FF

### Introduction

This hearing dealt with an Application for Dispute Resolution under the *Residential Tenancy Act* (the “*Act*”) by the landlord for a monetary order for damage to the unit, site or property, authorization to retain the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

The tenant and the landlord appeared at the hearing, gave affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

The tenant confirmed that she received the evidence package from the landlord and had the opportunity to review the evidence prior to the hearing. The tenant confirmed that she did not submit evidence in response to the landlord's application.

### Background and Evidence

The parties agree that a security deposit of \$500.00 was paid at the start of the tenancy. The landlord continues to hold the security deposit which has accrued no interest to date.

### Settlement Agreement and Analysis

Section 63 of the *Act*, states:

#### **Opportunity to settle dispute**

- 63** (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

During the hearing, a mutual settlement agreement between the parties was reached as follows:

1. The tenant agrees that the landlord may retain her full security deposit of **\$500.00** for damages.
2. The landlord waives her request for the filing fee and withdraws her application in full as part of this settlement agreement.
3. This settlement agreement represents a full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

Based on the mutual agreement of the parties, the landlord will retain the full security deposit of the tenant in the amount of \$500.00. Therefore, **I authorize** the landlord to retain the full security deposit of \$500.00 as a result of this settlement agreement.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: December 05, 2012

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Residential Tenancy Branch