



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*MNSD, CNC, MT, OLC, LRE, FF*

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of her security deposit and for the recovery of the filing fee. The tenant also applied for other remedies that the tenant agreed are no longer relevant, now that the tenancy has ended

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Is the tenant entitled to the return of the security deposit and the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on August 18, 2012 and prior to moving in, the tenant paid a security deposit of \$475.00 plus a pet deposit of \$50.00. The tenancy ended on October 28, 2012, pursuant to a notice to end tenancy for nonpayment of rent. The tenant agreed that she had not paid rent for October 2012.

The tenant's monetary claim was discussed and during this discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

**Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties 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 this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to withdraw her claim for the security and pet deposits under section 38 and allow the landlord to retain the deposits in full satisfaction of her claim against the landlord.
2. The landlord agreed to keep the deposits in full satisfaction of her claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

**Conclusion**

Pursuant to the above agreement, the tenant's application is dismissed. The landlord may retain the security and pet deposits in the total amount of \$525.00.

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: November 02, 2012.

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Residential Tenancy Branch

