



# 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 was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for a monetary order for damage to the unit, site or property, authorization to keep all or part of 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 male tenant, the landlord and the spouse of the applicant landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The tenant confirmed receiving the evidence package from the landlord and had the opportunity to review it prior to the hearing. The tenant confirmed that the tenants did not submit evidence in response to the landlord's application. I find the tenant was served in accordance with the *Act*.

### Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the landlord may retain the tenants' full security deposit of **\$700.00** which has accrued \$0.00 in interest, as compensation for damages to the rental unit.
2. The landlord agrees to waive their filing fee as part of this settlement agreement.
3. The parties agree that 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

The parties agree that the landlord may retain the tenants' full security deposit of \$700.00 as compensation for damages to the rental unit. This settlement agreement represents a full and final settlement of all matters related to this tenancy.

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: February 22, 2013

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Residential Tenancy Branch

