



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX KELOWNA PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes Tenant MNDC, O
 Landlord MNR, MNDC, MNSD, FF

Introduction

This hearing dealt with cross applications for Dispute Resolution filed by both the Landlord and the Tenant.

The Landlord filed seeking a monetary order for compensation for damage or loss under the Act, the regulations or the tenancy agreement, for unpaid rent, to retain the Tenant's security deposit and to recover the filing fee for this proceeding.

The Tenant filed seeking a monetary order for compensation for damage or loss under the Act, the regulations or the tenancy agreement and for Other considerations.

Service of the hearing documents by the Landlord to the Tenant were done by personal delivery on January 16, 2013, in accordance with section 89 of the Act.

Service of the hearing documents by the Tenant to the Landlord were done by personal delivery on December 28, 2012 in accordance with section 89 of the Act.

The Tenant and the Landlord confirmed that they had received the other party's hearing packages.

During the course of the hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The Landlord would retain the Tenant's security deposit in the amount of \$525.00 as full settlement of the Landlord's application and previous monetary Order dated December 14, 2012 in the amount of \$1,391.27.
2. The Tenant agrees to the Landlord retaining his security deposit of \$525.00 as full settlement of his application.

3. Both parties agree that this settlement agreement of the Landlord retaining the Tenant's security deposit of \$525.00 is full settlement of all disputes arising from this tenancy for the past, the present and for the future.

Under section 63 (1) the director can assist parties or offer parties an opportunity to settle their dispute. Pursuant to section 63 of the Act the Landlord and the Tenant agreed to the above arrangement.

As no further action is required on this file, the file is closed.

Conclusion

The Parties agree to the above settlement agreement as full settlement of all disputes arising from this tenancy.

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: March 20, 2013

Residential Tenancy Branch

