



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MND, MNR, MNSD, MNDC, FF

### Introduction

This hearing dealt with cross applications. The tenant applied for return of double the security deposit. The landlord applied for monetary compensation for unpaid/loss of rent, liquidated damages, cleaning and damages; and, authorization to retain the security deposit.

After both parties had an opportunity to be heard and I informed the parties of their respective rights and obligations under the Act, Regulations and/or tenancy agreement, the parties indicated a willingness to resolve their dispute by way of a settlement agreement. I have recorded the settlement agreement by way of this decision.

### Issue(s) to be Decided

What are the terms of the settlement agreement?

### Background and Evidence

The parties mutually agreed to the following term(s) in full and final satisfaction of any and all disputes related to this tenancy:

1. The landlord shall retain the tenant's security deposit, including any entitlement to doubling of the deposit, in full satisfaction of the landlord's claims against the tenant.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and make the term(s) an Order to be binding upon both parties.

Pursuant to the settlement agreement I authorize the landlord to retain the tenant's security deposit, including any entitlement to doubling of the deposit, and the landlord's claims against the tenant are considered to be satisfied.

As the parties' claims against each other are completely offset, I do not provide either party with a Monetary Order with this decision.

Both parties are now precluded from filing a future Application for Dispute Resolution against the other party.

### Conclusion

The parties resolved their dispute by way of a settlement agreement that I have recorded by way of this decision. The landlord is authorized to retain the tenant's security deposit, including the doubling of the deposit, and the landlord's claims against the deposit are considered to be satisfied. I do not provide a Monetary Order to either party pursuant to the agreement reached between the parties.

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 27, 2013

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Residential Tenancy Branch

