



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding Holland Holdings Ltd.  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes**

Landlord: MNDC, FF and O  
Tenant: MNDC, MNSD and FF

### **Introduction**

This hearing was convened on applications by both the landlord and the tenant.

By application of March 26, 2013, amended June 17, 2013, the landlord sought a monetary award of \$4,000 for unpaid utilities and damage to the rental unit and authorization to retain the security deposit in set off against the balance owed.

By prior application of April 23, 2013, the tenant sought a Monetary Order for return of her security deposit in double on the grounds that the landlord had not returned it or made application to claim against it with 15 days of the latter of the end of the tenancy and receipt of the tenant's forwarding address in writing.

### **Settlement Agreement**

Section 63 of the Act provides that"

- (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.

In the present matter, the parties opted to avail themselves of the opportunity to settle this dispute under the following terms:

1. The parties have agreed that the landlord may retain the security deposit in satisfaction of her claims;
2. The parties understand and agree that this constitutes full and final settlement of all claims made by both and that neither will bring any further action against the other with respect to the tenancy.

This settlement agreement is as final and binding on the parties as an arbitrary decision.

### Conclusion

The parties have settled this matter by agreement that the landlord may retain the security deposits satisfaction of all claims by both.

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: June 21, 2013

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Residential Tenancy Branch