



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNR MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed on October 11, 2013, by the Landlord to obtain a Monetary Order for: unpaid rent or utilities, to keep the security deposit; and to recover the cost of the filing fee from the Tenant for this application.

The parties appeared at the teleconference hearing, acknowledged receipt of evidence submitted by the other and gave affirmed testimony. At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally, respond to each other's testimony, and to provide closing remarks. A summary of the testimony is provided below and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The parties confirmed they entered into a month to month tenancy agreement that began on November 15, 2012. Rent was payable on the first of each month in the amount of \$1,100.00 and on November 15, 2012 the Tenant paid \$550.00 as the security deposit.

During the course of this proceeding the parties agreed to settle these matters.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to 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 the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute on the following terms:

- 1) The Landlord withdraws her application for dispute resolution;
- 2) The parties agree that the Landlord will retain the security deposit plus interest (\$550.00 + \$0.00) as full compensation for any losses they may have suffered as a result of this tenancy; and
- 3) Both parties agreed that this settlement agreement constituted a final and binding resolution of all issues currently in dispute at this time arising out of this tenancy.

Conclusion

This matter has been settled, pursuant to section 63 of the *Act*.

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: January 09, 2014

Residential Tenancy Branch

