



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MOUNTAIN VILLAGE APARTMENTS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNDC, MNSD.*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order for unpaid rent for June and loss of income for July 2014. The landlord also applied to retain the security deposit in partial satisfaction of her claim. The tenant applied for a monetary order for compensation for the cost of replacing her furniture that was ruined by bed bugs.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be decided

Are the parties entitled to their monetary claims?

Background and Evidence

The tenancy started on April 01, 2014 and ended on June 12, 2014. Prior to moving in the tenant paid a security deposit of \$315.00.

The claims of both parties were discussed at length. During the discussion the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

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

1. The tenant agreed to allow the landlord to keep the entire security deposit of \$315.00, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security deposit of \$315.00, in full and final settlement of all claims against the tenant.
3. Both parties stated that understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit in the amount of \$315.00.

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: August 14, 2014

Residential Tenancy Branch

