



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding METRO VANCOUVER HOUSING CORPORATION
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- a monetary order for damage to the rental unit pursuant to section 67;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

At the beginning of the hearing, the landlord asked to amend its application to remove the tenant's daughter as a respondent as she had been added in error. I granted this amendment.

Both the tenant and two agents for the landlord appeared. The landlord's agent, JM, participated in this hearing. JM is the area manager for the landlord.

JM testified that she served the tenant by registered mail on 15 July 2014. I was provided with a Canada Post tracking number for this mailing. The tenant received the dispute resolution package. On the basis of this evidence, I am satisfied that the tenant was served with dispute resolution package pursuant to section 89 of the Act.

JM acknowledged that there were service issues with the landlord's evidence delivered to the Residential Tenancy Branch on 9 December 2014. The landlord asked that I dismiss the landlord's application with leave to reapply. The tenant consented to this action, but expressed that he would prefer to settle everything in this hearing.

In the course of the hearing JM and the tenant were able to negotiate a settlement. The landlord and tenant agreed to a series of conditions.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The landlord agreed to withdraw its application.
2. The tenant agreed that the landlord could keep the full amount of his security deposit and accrued interest in the amount of \$551.55.
3. The landlord agreed that it would forego the amount of its claim in excess of the security deposit.

The parties both stated that they understood these terms and agreed that these particulars comprise the full and final settlement of all aspects of the landlord's application for both parties.

Conclusion

The landlord's application is withdrawn.

The landlord is ordered to retain the tenant's security deposit and accrued interest in a full and final settlement of the issues before me.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under subsection 9.1(1) of the Act.

Dated: December 16, 2014

Residential Tenancy Branch

