



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPILANO PROPERTY MANAGEMENT SERVICES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened in relation to the landlord's application seeking:

- a monetary order for damage to the rental unit, and for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement 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;
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The tenant appeared. The tenant was assisted by her agent. The landlord's agent attended. The landlord's agent is the property manager for the rental unit. Neither party raised any issue with service of the materials before me.

The tenancy at issue started 1 June 2009 and ended 31 January 2015. The agent testified that the landlord continues to hold the tenant's security deposit of \$275.00, which was collected at the beginning of the tenancy.

In the course of the hearing the parties were able to reach an agreement to settle all issues.

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 retain all deposits in its possession, including all interest accrued.
3. The parties agreed that no further applications to the Residential Tenancy Branch would be brought in respect of this tenancy.

The tenant stated that she understood the terms of this agreement. The agent stated that he understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their dispute for both parties.

At the end of the hearing the tenant thanked the agent. I would like to thank the parties for the respectful manner in which they conducted themselves at the dispute resolution hearing.

Conclusion

The landlord's application is withdrawn.

The landlord is entitled to retain the tenant's security deposit and any other deposits that it may hold in respect of this tenancy.

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: June 05, 2015

Residential Tenancy Branch

