



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD O FF

Preliminary Issues

The Landlord confirmed that she listed her own name as applicant Landlord to this dispute and confirmed that the Landlord was a corporation and she was the director of that corporation. Accordingly, the style of cause was amended to include the corporate Landlord's name, in accordance with section 64 (3)(c) of the *Act*.

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Landlord on November 5, 2014 seeking to obtain a Monetary Order to keep all or part of the security and or pet deposit; for money owed or compensation for damage or loss under the Act, regulation, or tenancy agreement; for other reasons; and to recover the cost of the filing fee from the Tenants for this application.

The hearing was conducted via teleconference and was attended by the Landlord and one Tenant, S.S. Each party gave affirmed testimony. The Tenant affirmed that she was represented both Tenants in this matter. Therefore, for the remainder of this decision, terms or references to the Tenants importing the singular shall include the plural and vice versa, except where the context indicates otherwise.

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. The Tenant confirmed receipt of the application and denied receiving copies of the Landlord's evidence. The Landlord was insistent that her evidence was sent in the same registered mail envelope as her application and the notice of hearing documents.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The undisputed evidence was that the Tenants entered into a written fixed term tenancy agreement that began on July 30, 2014 and was scheduled to end on January 31, 2015. Rent of \$2,100.00 was due on or before the first of each month and on July 30, 2014 the Tenants paid \$1,050.00 as the security deposit. The Tenants vacated the property on October 31, 2014, prior to the end of the fixed term lease.

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 agreed to withdraw their application for dispute resolution;
- 2) The parties mutually agreed that the Landlord would retain the Tenants' security deposit of \$1,050.00 plus accrued interest of \$0.00 in full satisfaction of any and all claims the Landlord may have against the Tenants; and
- 3) In consideration for this mutual settlement both parties agreed that no further claims will be made by either party whatsoever arising from this tenancy.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

Conclusion

The parties agreed to settle these matters on the above listed terms, 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: June 10, 2015

Residential Tenancy Branch

