



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC REISHI LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for authorization to obtain a return of all or a portion of her security deposit pursuant to section 38 and compensation pursuant to subsection 38(6). The tenant sought a total monetary order in the amount of \$1,350.00.

From the landlords' evidence it was apparent that the landlords advanced an entitlement to compensation from the tenant in the amount of \$3,857.00:

Item	Amount
Unpaid Rent	\$1,350.00
Utilities	1,637.00
Estimated Repairs Costs	500.00
Clean Up Costs	370.00
Total Monetary Order Sought	\$3,857.00

I explained to the parties that the only application before me was the tenant's.

The tenant appeared. The individual landlord appeared. The individual landlord confirmed that he had authority to act on behalf of the corporate landlord.

At the hearing I explained the options of a facilitated settlement in respect of both the tenant's claim and the landlords' claim or adjudication on the tenant's claim. The tenant elected to proceed with a facilitated global settlement. The parties were able to reach an agreement which would settle all disputes between the parties in respect of this tenancy.

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 disputes under the following final and binding terms:

1. The tenant agreed to withdraw her application.
2. The tenant agreed that the landlords would retain the tenant's security deposit.
3. Both parties agreed not to pursue any further claims before the Residential Tenancy Branch in respect of this tenancy.

Both parties each stated that he or she understood the terms of this agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn. The landlords may retain the tenant's security deposit in the amount of \$675.00.

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 10, 2015

Residential Tenancy Branch

