



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding REMAX COMMERCIAL SOLUTIONS
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in relation to the landlord's application pursuant to the *Residential Tenancy Act* (the Act) for:

- authorization to retain all or a portion of the tenants' security deposit pursuant to section 38; and
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

Both tenants and landlord's agent appeared. There were no issues raised with service of the landlord's dispute resolution package and the tenant TL confirmed that the tenants had all of the landlord's evidence.

Background

This tenancy began in January 2014 and ended 31 December 2014. Monthly rent of \$1,600.00 was due on the first. The landlord continues to hold the tenants' security deposit in the amount of \$800.00, which was collected at the beginning of this tenancy.

In the course of the hearing I became aware that the tenants believed that they had a claim for problems in relation to a dishwasher. I informed the parties that the only claim before me was the landlord's, but let the parties know that all the issues could be resolved by way of settlement should they elect to do so. The parties elected to come to an agreement that would settle all disputes 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 dispute under the following final and binding terms:

1. The landlord agreed to withdraw its application.
2. The tenants agreed that the landlord would retain \$210.00 from the tenants' security deposit.
3. The landlord agreed to return \$590.00 of the tenants' security deposit.
4. The tenants agreed to waive subsection 38(6) compensation.
5. The tenants and landlord both agreed that no further claims would be brought by any party in respect of this tenancy. Specifically the parties agreed that this settlement resolves any dispute regarding the dishwasher.

The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The landlord's application is withdrawn.

The tenants are provided with a monetary order in the amount of \$590.00 and the landlord(s) must be served with this order as soon as possible. Should the landlord(s) fail to comply with these orders, these orders may be filed in the Small Claims Division of the Provincial Court and enforced as orders of that Court.

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: July 03, 2015

Residential Tenancy Branch