



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding RELIANCE PROPERTIES LTD  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

*MNDC, MNR, FF*

### **Introduction**

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the unpaid rent, late fees and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The tenant acknowledged receipt of evidence submitted by the landlord and both parties gave affirmed testimony.

### **Issues to be decided**

Has the landlord established a claim for some or all of the above?

### **Background and Evidence**

The parties entered into a tenancy agreement on December 29, 2014. The tenant paid a security deposit of \$697.50. The tenancy was supposed to start on January 01, 2015, but the tenant did not pick up the keys or move in. On January 06, 2015, the tenant wrote a note to the landlord informing him that he would not be moving in and requested the return of the security deposit.

The landlord's claim was discussed and during the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to retain the security deposit of \$697.50 in full and final satisfaction of all claims against the landlord.
2. The landlord agreed to accept the security deposit of \$697.50 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of the dispute for both parties.

### **Conclusion**

Pursuant to the above agreement, the landlord may retain the security deposit.

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: July 29, 2015

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Residential Tenancy Branch

