



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNSD, FF (Landlord's Application)  
                                 MNSD, FF (Tenant's Application)

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the "Application") made by both the Tenant and the Landlord. The Landlord applied for a Monetary Order for damage to the rental unit and to keep the Tenant's security deposit. The Tenant applied for the return of his security deposit. Both parties also applied to recover the filing fee from each other for the cost of making their Application.

The Landlord and the Tenant appeared for the hearing and provided affirmed testimony during the hearing. The parties confirmed receipt of each other's Application and documentary evidence prior to the hearing. No issues were raised in relation to the service of these documents pursuant to the *Residential Tenancy Act* (the "Act") and the Rules of Procedure.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

The Tenant confirmed that the Landlord had already returned the Tenant's pet damage deposit and that his Application was for the return of his security deposit in the amount of \$647.50.

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. Both parties presented evidence and submissions in relation to their Application. At the end of the two hour hearing, I offered the parties an opportunity to settle the matter through mutual agreement. The parties discussed the issues between them, turned their minds to compromise, and achieved a resolution of the dispute.

Settlement Agreement

Both parties agreed to settle both Applications **in full and final satisfaction** of all the issues associated with this tenancy. The parties agreed that the Landlord will return \$225.00 of the Tenant's \$647.50 security deposit and retain the remaining amount.

The Tenant is issued with a Monetary Order in the amount of **\$225.00** which is enforceable in the Small Claims court **if** the Landlord fails to make payment in accordance with this agreement. Copies of this order are attached to the Tenant's copy of this Decision. The Landlord should retain documentary evidence of payment made to the Tenant in accordance with this agreement.

This agreement and order is fully binding on the parties and is in **full and final satisfaction of all the issues** associated with this tenancy. No further Applications are permitted and both files are now closed.

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: August 24, 2015

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Residential Tenancy Branch

