



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNR, MNSD, MNDC, FF (Landlord's Application)
 MNDC, 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: unpaid rent and utilities; damage to the rental unit; to keep the Tenant's security deposit, for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"); and to recover the filing fee. The Tenant applied for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the "Act"), and to recover the filing fee.

Legal counsel appeared for the hearing to represent the Landlord. The Tenant appeared with an advocate and the previous property manager for the dispute rental unit. The parties all provided affirmed testimony. The parties confirmed receipt of each other's Applications and evidence to be relied upon in the hearing. No issues in relation to the service of documents under the Act and the Rules of Procedure were raised by the parties.

The hearing process was explained 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.

Preliminary Issues

These parties had previously appeared for a hearing on March 13, 2015 (the file number for that hearing is documented on the front page of this Decision). In that hearing the Arbitrator heard the Tenant's Application for the return of his security deposit for this tenancy. As a result, the Arbitrator ordered the Landlord to return of double the amount of the Tenant's security deposit.

In this case, the Landlord applies to keep the Tenant's security deposit. Section 77 of the Act states that, except as otherwise provided in the Act, a decision or an order is final and binding on the parties. Therefore any findings made by an Arbitrator that presided over the prior hearing are not matters that I have any authority to alter. As a result, the Landlord's legal counsel confirmed that this was an error and withdrew this portion of the Landlord's Application.

Analysis & Conclusion

Both parties provided testimony during the hearing and made a number of submissions in response to the Applications before me. However, at the end of the hearing, I offered the parties an opportunity to settle this matter by way of mutual agreement.

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.

The parties considered the potential outcome of each Application and agreed to withdraw their respective Application in full and final satisfaction of the issues associated with this tenancy. The parties confirmed that no further Applications are permitted and that resolution in this matter provides finality to this matter.

The parties confirmed their understanding of resolution in this manner and that it was made voluntarily with the consent of both parties which was confirmed during and at the end of the hearing. 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: October 26, 2015

Residential Tenancy Branch

