



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

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 tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and
- authorization to recover its filing fee for this application from the tenant pursuant to section 72.

The tenant LC (the tenant) and the landlord's agent appeared. The tenant acted on her own behalf and did not appear as agent for the tenant CT. The tenant stated that the tenant CT had left very early in the tenancy and was not involved.

The parties admitted service of all relevant documents.

In the course of the hearing the parties were able to reach a settlement.

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 tenant agreed to prepare a written statement setting out the details of her move out and send it to the landlord's agent by email and regular mail.

3. The landlord agreed that, on receipt of the tenant's written statement, it would return \$417.49 of the tenant's security deposit to the tenant.
4. The landlord agreed that, with the tenant's written statement as support, it would contest the strata fine imposed 12 May 2015.
5. If the landlord's appeal of the strata fine was successful, the landlord agreed to return to the tenant a further \$50.00 from the tenant's security deposit.
6. The tenant agreed, subject to the amounts in clause 3 and 5 of this agreement, the landlord would retain the remainder of the tenant's security deposit.

The agent confirmed that she had authority to bind the landlord to this agreement. Each party in attendance stated that 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 landlord's application is withdrawn.

The monetary order is to be used if the landlord does not pay \$417.49 to the tenant in accordance with their agreement. The tenant is provided with this order in the above terms and the tenant should serve the landlord with this order so that she may enforce it in the event that the landlord does not pay the amount as set out in their agreement. Should the landlord fail to comply with this order, this order may be filed in the Small Claims Division of the Provincial Court and enforced as an order 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: November 04, 2015

Residential Tenancy Branch

