



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction and Preliminary Matter

This hearing convened as a result of a Landlord's Application for Dispute Resolution wherein the Landlord sought a Monetary Order for damage to the rental unit, for money owed or compensation for damage or loss under the *Residential Tenancy Act*, the *Regulations*, or the tenancy agreement, for authorization to retain the Tenants' security deposit and recovery of the filing fee.

Both parties appeared at the hearing. The Landlord was assisted by his advocate, R.G. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and were provided the opportunity to present their evidence orally and in written and documentary form, and to cross-examine the other party, and make submissions to me.

At the outset of the hearing, the Tenant C.D. confirmed that the Landlord had incorrectly noted her name on the Application. Pursuant to section 64(3)(c) I amend the Landlord's Application for Dispute Resolution to accurately name the Tenant C.D.

The parties attended a previous hearing on June 10, 2015 in which the Tenants' Application for Dispute Resolution was heard. The Tenants' Application for return of the security deposit was dismissed with leave to reapply.

During the within hearing, the parties reached a comprehensive settlement of all issues arising from the tenancy. Pursuant to sections 38 and 63 of the *Residential Tenancy Act*, I record their settlement in this my Decision.

I make no findings of fact or law with respect to the merits of either parties' submissions.

The terms of the parties' settlement are as follows:

1. The Landlord is authorized, pursuant to section 38 of the *Residential Tenancy Act*, to retain the Tenants' security deposit in the amount of \$900.00.
2. All claims arising from this tenancy are dismissed as if tried on their merits.

Conclusion

The parties resolved all matters by mutual agreement. Pursuant to the agreement, the Landlord is authorized to retain the Tenant's security deposit of \$900.00 as full and final satisfaction of all claims arising from the tenancy.

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: November 23, 2015

Residential Tenancy Branch

