



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HAVEN MANAGEMENT CO LTD. DBA HAVEN PROPERTIES
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, MNDC, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord for: for money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”); for damage to the rental suite; to keep all the Tenants’ security deposit; and to recover the filing fee from the Tenants.

An agent for the company Landlord, both owners of the rental unit, and both Tenants appeared for the hearing and provided affirmed testimony. No issues were raised by any of the parties in relation to the service of the hearing documents and evidence in accordance with 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 parties agreed that the Tenants had paid a \$750.00 security deposit to the owners of the rental unit at the start of the tenancy. Both parties made a number of submissions and presented their evidence throughout the hearing. However, after being given an opportunity to settle the matter between the parties through mutual agreement, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and agreed that this was the most appropriate path to resolution in this matter.

Analysis & Conclusion

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.

I assisted the parties to settle the dispute and both parties agreed that the Landlord will be compensated \$750.00 in full satisfaction of the monetary claim. As a result, the Tenant consented to the Landlord keeping the security deposit in the amount of \$750.00 in full and final satisfaction of the Landlord's Application.

The parties agreed and confirmed their understanding that resolution in this manner was made on a voluntary basis and that this agreement is fully binding. No further Applications are permitted and this file is 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: November 30, 2015

Residential Tenancy Branch

