



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MND, FF

Introduction

On June 2, 2015, the tenant was granted a monetary order.

On August 14, 2015, the landlord made an application for review consideration, which was granted on the basis that they were unable to attend at the original hearing because of circumstances that could not be anticipated and were beyond their control.

The Arbitrator ordered the parties to participate in a new hearing, and the original decision was suspended. The Arbitrator at the new hearing may confirm, vary or set aside the original decision.

This new hearing dealt with an Application for Dispute Resolution by the tenant for a monetary order for money owed or compensation for damage or loss under the Act, for the return of all or part of the security deposit and to recover the cost of the filing fee from the landlord.

Preliminary matter

At the outset of the hearing the issue of whether either party complied with the review consideration decision became an issue. The landlord indicated that the tenant did not serve them with a copy of their application for dispute resolution or evidence as ordered.

The tenant alleged the landlord served them with a blank piece of paper and not a copy of the notice of hearing or a copy of the review consideration decision.

As I was prepared to adjourn this matter and order each party to comply with my order of service of documents within a specified time limit and by a specified method, I gave the parties the opportunity to settle the matter.

The landlord informed the tenant that they were proceeding with their own application for dispute resolution to recover bailiff fees for having to enforce the order of possession issued on August 26, 2014, and a claim for unpaid rent.

The parties agreed to settle all matters relating to this tenancy as follows:

- 1) The tenant agreed that the landlord may retain the security deposit;
- 2) The balance of the tenant's application is withdrawn;
- 3) The parties agreed this is a **full and final settlement agreement** relating to this tenancy; and
- 4) The parties agreed if any future hearing has been scheduled that matter is hereby cancelled.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

As a result of the above settlement, I authorize the landlord to retain the tenant's security deposit in full and final settlement. The tenant's application is dismissed.

Therefore, the original decision and order made on June 2, 2015, are set aside and have no force or effect.

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 03, 2015

Residential Tenancy Branch

