



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

<u>Dispute Codes</u>	Landlord:	OPR MNR MNSD FF
	Tenant:	MNDC MNSD

Introduction

This hearing dealt with cross Applications for Dispute Resolution filed by the parties under the *Residential Tenancy Act* (the “*Act*”).

The Tenant’s Application was received at the Residential Tenancy Branch on April 27, 2016 (the “Tenants’ Application”).

The Tenant applied for the following relief pursuant to the *Act*: a monetary order for money owed or compensation for damage or loss; and a monetary order for return of all or part of the security deposit or pet damage deposit.

The Landlord’s Application was received at the Residential Tenancy Branch on July 28, 2016 (the “Landlords’ Application”).

The Landlord applied for the following relief pursuant to the *Act*: an order of possession unpaid rent or utilities; a monetary order for unpaid rent or utilities; an order permitting the Landlord to keep all or part of the security deposit or pet damage deposit; and an order granting recovery of the filing fee.

The Tenant attended the hearing on her own behalf. The Landlord was represented at the hearing by D.L. and C.G. All parties giving evidence provided their solemn affirmation.

Preliminary and Procedural Matters

The Tenant's Application names "Gateway Property Mgmt." as the Landlord. The Landlord's Application indicates "RAAMCO International Properties Canadian Limited" is the correct name of the corporate Landlord, in accordance with the tenancy agreement between the parties.

Pursuant to section 64 of the *Act*, and with the agreement of the parties, I amend the name of the Landlord in the Tenant's Application to read "RAAMCO International Properties Canadian Limited".

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement, which would be documented in my Decision and supporting orders.

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the Landlord may retain the entire security deposit and/or pet damage deposit paid by the Tenant in the amount of \$400.00;
2. The Tenant withdraws the Tenant's Application in full as part of this mutually agreed settlement;
3. The Landlord withdraws the Landlord's Application in full as part of this mutually agreed settlement.

As this settlement agreement was reached through negotiation, I decline to award recovery of the filing fee to either party.

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

Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

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: September 07, 2016

Residential Tenancy Branch

