



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ROYAL LEPAGE PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNR, MNSD, FF

Introduction

This hearing dealt with monetary cross applications. The landlord applied for monetary compensation for unpaid and/or loss of rent and authorization to retain the security deposit. The tenants applied for return of the security deposit. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

The tenants' application was amended, with consent, to name the landlord as it appears on the landlord's application and the tenancy agreement.

After both parties had an opportunity to be heard the parties reached a settlement agreement that I have recorded by way of this decision.

Issue(s) to be Decided

What is the settlement agreement?

Background and Evidence

Both parties agreed upon the following term in full and final satisfaction of any and all claims related to this tenancy:

1. The landlord shall retain the tenants' security deposit of \$750.00 in full satisfaction of all its losses and no Monetary Order shall be provided to either party with this decision.

Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record a settlement agreement in the form of a decision or order. I have accepted and recorded the settlement agreement reached by the parties during this hearing and make the term binding upon both parties. Accordingly, I authorize the landlord to retain the tenants' security deposit.

This settlement agreement is full and final meaning neither party may make any other application against the other party with respect to this particular tenancy agreement.

Conclusion

The parties reached a full and final settlement agreement that I have recorded by way of this decision. In recognition of the settlement agreement, the landlord is authorized to retain the tenants' security deposit and no monetary Order is provided to either party with this decision.

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: March 21, 2017

Residential Tenancy Branch