



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SEKHA HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to a Landlord's Application for Dispute Resolution (the "Application") made by the corporate Landlord for a Monetary Order for damage to the rental unit, to keep all of the Tenant's security deposit, and to recover the filing fee.

The owner agent for the corporate Landlord and the Tenant appeared for the hearing and provided affirmed testimony. The Tenant acknowledged receipt of the Landlord's Application and documentary evidence and the Landlord acknowledged receipt of the Tenant's late evidence.

Both parties made submissions with respect to the service of evidence and evidence that had not yet been made available for this dispute. During this time, the Landlord indicated that he was willing to resolve this dispute with the Tenant by mutual agreement in an effort to prevent the proceeding from being delayed. The Landlord proposed that he keep the entire security deposit in full satisfaction of his monetary claim for damages. The Tenant considered the Landlord's proposal and accepted it.

Pursuant to Section 63 of the *Residential Tenancy 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. Accordingly, I lay out the terms of the agreement made in the hearing as follows.

Settlement Agreement

The Tenant agreed that the Landlord will keep the Tenant's security deposit in the amount of **\$325.00** which the Landlord currently holds. The Landlord agreed that this amount is in full satisfaction of the monetary claim filed. This agreement is fully binding on the parties.

The parties confirmed their voluntary agreement to resolution in this manner both during and at the end of the hearing. No further monies are to be exchanged 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: March 09, 2017

Residential Tenancy Branch