



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACIFIC COVE PROPERTY MANAGEMENT LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, MNSD, FF

Introduction

This hearing was scheduled to deal with a landlord's application for monetary compensation for damage or loss under the Act, regulations or tenancy agreement; and, authorization to retain the tenant's 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.

After both parties had an opportunity to be heard I was able to facilitate a settlement agreement between the two parties. I have recorded the settlement agreement by way of this decision.

Issue(s) to be Decided

What are the terms of settlement?

Background and Evidence

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

1. The landlord is authorized to retain the tenant's security deposit of \$500.00.

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 I make the term an Order to be binding upon both parties.

In recognition of the settlement agreement, I authorize the landlord to retain the tenant's security deposit. For added certainty, both parties are now precluded from filing any further Application for Dispute Resolution against the other party with respect to this tenancy.

Conclusion

The parties reached a full and final settlement agreement during the hearing that I have recorded by way of this decision. As agreed, the landlord is authorized to retain the tenant's security deposit.

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: April 20, 2017

Residential Tenancy Branch