



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding VANCOUVER EVICTION SERVICES  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

*MND, MNSD, FF*

### **Introduction**

This hearing dealt with an application by the landlord for an order allowing her to retain the security deposit towards unpaid rent for the month of March 2017. The landlord also applied for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be Decided**

Is the landlord entitled to retain the security deposit in satisfaction of her claim?

### **Background and Evidence**

Both parties agreed that the tenancy started in October 2016 and the tenant paid a security deposit of \$850.00. The monthly rent was \$1,700.00 payable on the first of each month. The tenant moved out on April 01, 2017 and provided the landlord with a forwarding address. The landlord made this application on April 24, 2017.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to keep the security deposit of \$850.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the deposit of \$850.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars are binding and comprise full and final settlement of all aspects of the dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the landlord's request to recover the filing fee paid for this application.

### **Conclusion**

Pursuant to the above agreement, I order the landlord to retain the deposit of \$850.00 in full and final settlement of her claim.

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 26, 2017

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Residential Tenancy Branch