



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes:

MNR, MNSD, FF

### Introduction

This hearing was convened in response to cross applications.

The Landlord filed an Application for Dispute Resolution, in which the Landlord applied for a monetary Order for unpaid rent, to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Landlord stated that the Landlord's Application for Dispute Resolution, the Notice of Hearing, and evidence the Landlord submitted to the Residential Tenancy Branch on July 17, 2017 were sent to the Tenant, via registered mail, although he cannot recall the date of service. The Agent for the Tenant acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

The Tenant filed an Application for Dispute Resolution, in which he applied to recover his security deposit.

The Agent for the Tenant stated that the Tenant's Application for Dispute Resolution, the Notice of Hearing, and evidence the Tenant submitted to the Residential Tenancy Branch on June 02, 2017 were sent to the Landlord, via registered mail, on June 07, 2017. The Landlord acknowledged receipt of these documents and the evidence was accepted as evidence for these proceedings.

### Issue(s) to be Decided

Is the Landlord entitled to compensation for unpaid rent and to keep all or part of the security deposit?

Is the Tenant entitled to the return of his security deposit?

### Background and Evidence

At the outset of the hearing the Landlord and the Agent for the Tenant indicated that they would like to settle all issues in dispute at these proceedings under the following terms:

- the Landlord will withdraw his Application for Dispute Resolution;
- the Tenant will withdraw his Application for Dispute Resolution; and
- neither party will pursue any further claims regarding this tenancy.

This agreement was summarized for the parties on at least two occasions and the parties indicated that they agreed to resolve these proceedings under these terms.

The Landlord and the Agent for the Tenant acknowledged that they understand they were not required to enter into this agreement and that they understood the agreement was final and binding.

#### Analysis

The issues in dispute at these proceedings have been settled in accordance with the terms of the aforementioned settlement agreement.

#### Conclusion

This dispute has been settled by mutual consent. This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: November 14, 2017

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Residential Tenancy Branch