



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNDC, OPR, CNL, CNR, LRE, FF.*

Introduction

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for an order of possession and for a monetary order to recover unpaid rent. The tenant applied for compensation pursuant to a notice to end tenancy for landlord's use of property, for an order restricting the landlord's right to enter the rental unit and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony.

At the start of the hearing the parties informed me that the tenant had moved out on March 31, 2018 and all matters had been resolved except for unpaid rent and the return of the security deposit of \$800.00.

Issues to be decided

Is the landlord entitled to unpaid rent? Is the tenant entitled to the return of her security deposit?

Background and Evidence

The tenancy started in July 2017 and ended on March 31, 2018. The tenant acknowledged that she owed rent in the amount of \$800.00 and the landlord agreed that she was holding the security deposit of \$800.00. 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 retain the security deposit of \$800.00 in full and final settlement of all claims against the landlord.
2. The landlord agreed to retain the security deposit of \$800.00 in full and final settlement of all claims against the tenant.
3. The parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit of \$800.00.

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: May 04, 2018

Residential Tenancy Branch