



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MND, MNSD, FF

### Introduction

This hearing dealt with cross applications for Dispute Resolution under the *Residential Tenancy Act* ("the Act").

The Landlord filed an application requesting a monetary order for money owed or compensation for damage or loss under the Act; for compensation for damage to the rental unit; and to keep the security deposit.

The Tenant filed an application requesting a monetary order for money owed or compensation for damage or loss under the Act, and for the return of the security deposit.

Both parties appeared at the hearing. Both parties were assisted by legal counsel. The hearing process was explained and the participants were asked if they had any questions.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter, on the following conditions:

1. The parties agree that the Landlord withdraws his application in full as part of this mutually settled agreement.
2. The parties agree that the Tenant withdraws his application in full as part of this mutually settled agreement.
3. The parties agree that the Landlord may retain the security deposit in the amount of \$1,875.00 in full satisfaction of all claims made by the Landlord.

4. The parties agree that they will make no future claims against each other with respect to the tenancy.

This settlement agreement was reached in accordance with section 63 of the *Act*. The opportunity for settlement was discussed with the parties during the hearing. The parties were advised there is no obligation to resolve the dispute through settlement, but that I could assist the parties to reach an agreement. I indicated that if either party did not wish to resolve this matter through a mutually agreed settlement, I was prepared to hear their evidence and make a decision.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 24, 2018

---

Residential Tenancy Branch