



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Coldwell Banker Prestige Realty
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, MNDCL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- A monetary order for unpaid rent pursuant to section 67;
- A monetary order for compensation for damages pursuant to section 67;
- Authorization to apply the security deposit to the order for outstanding rent pursuant to section 72; and
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

JY appeared as agent for the landlord ("the landlord"), KK appeared for both tenants ("the tenants").

Both parties attended the hearing and were given a full opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so, the settlement may be recorded in the form of a decision or an order.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute.

The following records this settlement as a decision:

1. The parties agree this tenancy ended on December 31, 2017;
2. The parties agree the landlord may retain the tenant's security deposit in the amount of \$1,500.00;
3. The landlord agrees to withdraw all remaining claims against the tenant with respect to the tenancy and the landlord's application with respect thereto is dismissed without leave to reapply;
4. These terms comprise the full and final settlement of all aspects of this dispute for both parties.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of this dispute.

Conclusion

I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

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 25, 2018

Residential Tenancy Branch