



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SNRMD HOLDING LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDCT, FFT

Introduction

This decision is in respect of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act") made on June 28, 2018. The tenant sought compensation for the return of a security deposit and for recovery of the filing fee.

A dispute resolution hearing was convened on December 10, 2018 and the tenant's representative and the landlord's agent attended, were given a full opportunity to be heard, to present testimony, to make submissions, and to call witnesses. The respondent raised an issue regarding the service of documentary evidence by the applicant, and after listening to the submissions of the parties, I was not satisfied that the applicant served the respondent with documentary evidence pursuant to the *Rules of Procedure*, specifically Rule 3.14.

Settlement Agreement

After some discussion between the two parties about potential next steps and whether there would be further litigation, the parties expressed a desire to "let sleeping dogs lie." At this point, I proposed that while there was no obligation to resolve the dispute through settlement, I could assist the parties in reaching an agreement if they preferred such an approach. They stated that they did.

Section 63 of the Act permits me to assist the parties or offer the parties an opportunity to settle their dispute. If the parties settle their dispute during the hearing, I record the settlement in the form of a decision or an order.

The parties agreed to settle this matter as follows:

1. that the landlord may retain the tenant's security deposit in the amount of \$450.00;
2. that the landlord, having been authorized to retain the security deposit, will hereby waive any and all future claims against the tenant in regard to the tenancy; and,
3. that the tenant, having agreed to the landlord retaining the security deposit, will hereby waive any and all future claims against the landlord in regard to the tenancy.

The parties confirmed by their words and conduct that this settlement agreement was made voluntarily.

Conclusion

I order the parties to comply with the terms of the settlement agreement as set out above.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under sections 9.1 and 63 of the Act.

Dated: December 10, 2018

Residential Tenancy Branch