



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RANDHAWA PROPERTIES LTD.
and [tennt name supessed to protect privacy]

DECISION

Dispute Codes Landlord: MNRL-S MNDCL-S FFL
Tenant: MNSD MNDCT FFT

Introduction

This hearing dealt with applications from both the landlord and the tenant pursuant to the *Residential Tenancy Act* (the *Act*).

The landlord applied for:

- a Monetary Order for unpaid rent and for compensation for damage or loss under the *Act* pursuant to section 67 of the *Act*;
- authorization to retain the tenant's security deposit in partial satisfaction of this claim pursuant to sections 38 and 67 of the *Act*; and
- recovery of the filing fee for this application from the tenant pursuant to section 72 of the *Act*.

The tenant applied for:

- the return of the security deposit pursuant to section 38 of the *Act*;
- a Monetary Order for compensation for damage or loss under the *Act* pursuant to section 67 of the *Act*; and
- recovery of the filing fee for this application from the landlord pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The parties testified that they were in receipt of each other's applications and evidentiary materials. Based on the undisputed testimonies of the parties, I find that both parties were served in accordance with sections 88 and 89 of the *Act*.

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute; and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following **final and binding settlement of all issues currently under dispute at this time and all claims arising from this tenancy, given that this tenancy has ended:**

1. The landlord will retain the \$500.00 security deposit in full and final satisfaction of any rent owed by the tenant.
2. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's application, the tenant's application and all issues currently under dispute at this time, and that no further claims will be made by the landlord or the tenant whatsoever arising from this tenancy.
3. The parties agreed to these settlement terms free of any duress or coercion.

Conclusion

The landlord will retain the \$500.00 security deposit. The landlord's application and the tenant's application are both dismissed in their entirety without leave to reapply.

No further claims may be brought forward by either party arising from this tenancy.

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: January 03, 2019

Residential Tenancy Branch