



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding PORTE REALTY LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

**Dispute Codes:** MNDC, MNSD, MNR, FF.

### **Introduction**

This hearing dealt with applications by the landlord and the tenant, pursuant to the *Residential Tenancy Act*. The landlord applied for a monetary order to recover a loss of income and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of his claim. The tenant applied for the return of the deposit and for the recovery of the filing fee.

Both parties attended this 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 in attendance I confirmed service of documents. The parties confirmed receipt of each other's evidence. I find that the parties were served with evidence in accordance with sections 88 and 89 of the *Act*.

### **Issues to be decided**

Is the landlord entitled to a monetary order? Is the tenant entitled to the return of the security deposit?

### **Background and Evidence**

The tenancy started on July 01, 2018 for a fixed term of one year. The tenant moved out on August 31, 2018. The monthly rent was \$2,550.00. Prior to moving in, the tenant paid a security deposit of \$1,275.00.

The monetary claims of both parties were discussed at length. During the discussion 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 landlord agreed to retain the security deposit of \$1,275.00 in full and final settlement of all claims against the tenant.
2. The tenant agreed to allow the landlord to retain the security deposit in full and final settlement of all claims against the landlord.
3. The parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

As this dispute was resolved by agreement and not based on the merits of the case, I decline the parties' requests to recover the filing fee paid for their applications.

The tenant and the landlord have reached a settled agreement, as recorded above, 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 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.

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 10, 2019

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Residential Tenancy Branch