



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

Tenant: MNSD FFT

Landlord: MNDL-S FFL

Preliminary Issue – Rescheduling of this Hearing

I note that this hearing was originally scheduled for December 20, 2018 at 1:30 p.m. On the morning of December 20, 2018, the Residential Tenancy Branch decided to reschedule this hearing to January 8, 2019 at 1:30 p.m. and contacted the parties to inform them of the rescheduled date and time.

Introduction

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

The tenants applied for:

- the return of the security deposit pursuant to section 38 of the *Act*; and
- recovery of the filing fee for this application from the landlord pursuant to section 72 of the *Act*.

The landlord applied for:

- a Monetary Order for damage or loss under the *Act* pursuant to section 67 of the *Act*;
- authorization to retain all or a portion of the tenants' security deposit in satisfaction of this claim pursuant to sections 38 and 67 of the *Act*; and
- recovery of the filing fee for this application from the tenants 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 for Dispute Resolution. Based on the undisputed testimonies of the parties, I find that both parties were sufficiently served with the other's Application in accordance with section 71(2)(c) 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 agreed to retain the \$1,250.00 security deposit in full and final satisfaction of the landlord's Application. Therefore, the tenants' agreed that their Application for return of the security deposit is dismissed.
2. Both parties will bear the cost of their own Application filing fees.
3. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's Application, the tenants' Application and all issues currently under dispute at this time, and that no further claims will be made by the landlord or the tenants whatsoever arising from this tenancy.
4. The parties agreed to these settlement terms free of any duress or coercion.

Conclusion

The landlord will retain the \$1,250.00 security deposit. The landlord's application and the tenants' 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 08, 2019

Residential Tenancy Branch