



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, FFL; MNSD, OLC

Introduction

This hearing was initially scheduled to deal with the tenant's application pursuant to the *Residential Tenancy Act* ("Act") for:

- authorization to obtain a return of the security deposit, pursuant to section 38;
- an order requiring the landlord to comply with the *Act*, *Residential Tenancy Regulation* or tenancy agreement, pursuant to section 62.

This hearing also dealt with the landlord's application pursuant to the *Act* for:

- a monetary order for damage to the rental unit, pursuant to section 67;
- authorization to retain the tenant's security deposit, pursuant to section 38;
- authorization to recover the filing fee for her application, pursuant to section 72.

The landlord and her agent and the tenant and his advocate attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses. The landlord's agent confirmed that she had permission to represent the landlord at this hearing, stating that the landlord could not speak because of respiratory problems. The tenant stated that his advocate had permission to represent him at this hearing.

This hearing lasted approximately 30 minutes. The hearing began at 11:00 a.m. The landlord called in late at 11:02 a.m. I informed the landlord and her agent about what occurred in her absence. The hearing ended at 11:30 a.m.

During the hearing, both parties confirmed that there is a "future hearing" scheduled for the landlord's application on July 29, 2019 at 1:30 p.m. The file number for that hearing appears on the front page of this decision.

The tenant confirmed that he received the landlord's application. Both parties agreed to settle the landlord's application at this hearing and confirmed that they would not attend the future hearing because it is cancelled by way of this agreement.

Settlement Terms

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 and orders. During the hearing, the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute and any issues arising out of this tenancy.

Both parties agreed to the following final and binding settlement of all issues currently under dispute at this time and arising out of this tenancy:

1. Both parties agreed that the landlord will retain the tenant's entire security deposit of \$375.00;
2. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing and any issues arising out of this tenancy;
3. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the landlord's application scheduled for a future hearing at 1:30 p.m. on July 29, 2019, arising out of this tenancy, the file number of which appears on the front page of this decision;
 - a. Both parties confirmed that they would not be attending the future hearing which is hereby cancelled by way of this settlement;
 - b. The landlord agreed to bear the cost of the \$100.00 filing fee paid for that application;
4. Both parties agreed that they will not initiate any future claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise the full and final settlement of all aspects of this dispute for both parties and arising out of this tenancy. Both parties affirmed at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute and arising out of this tenancy.

Conclusion

I order the landlord to retain the tenant's entire security deposit of \$375.00.

The landlord's application, scheduled for a future hearing on July 29, 2019 at 1:30 p.m., is settled by way of this agreement and neither party is required to attend the future hearing. The landlord must bear the cost of the \$100.00 filing fee paid for that application.

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: May 10, 2019

Residential Tenancy Branch