



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding ACTION PROPERTY  
MANAGEMENT and [tenant name suppressed to protect  
privacy]

## **DECISION**

Dispute Codes      MNRL –S; FFL; MNDCT, MNSD, FFT

### Introduction

This proceeding dealt with monetary cross applications. The tenant applied for return of the security deposit and monetary compensation for other damages or loss under the Act, regulations or tenancy agreement. The landlord applied for unpaid rent and authorization to retain the tenant's security deposit.

The hearing was held over two dates and an Interim Decision was issued on June 4, 2019. The Interim Decision should be read in conjunction with this decision. As seen in the Interim Decision, I had authorized and ordered the tenant to re-submit and serve his written submission and evidence. At the commencement of the reconvened hearing, I confirmed that the tenant had complied with my order and I admitted his submission into evidence.

I resumed to hear from the parties with respect to their claims and heard from the landlord's witness, a furnace contractor. The furnace contractor was also subject to cross examination by the tenant.

After much testimony was heard from both parties the parties turned their minds to resolving their disputes by way of a settlement agreement. I was able to facilitate a settlement agreement between the parties and I have recorded it by way of this decision and the order that accompanies it.

### Issue(s) to be Decided

What are the terms of settlement?

### Background and Evidence

The parties mutually agreed on the following term(s) in full and final satisfaction of any and all claims the parties may have against each other with respect to this tenancy:

1. The landlord shall pay to the tenant the full amount of the security deposit (\$475.00) without delay.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

In recognition of the settlement agreement, I provide the tenant with a Monetary Order in the amount of \$475.00 to serve and enforce if necessary.

Also in recognition of the settlement agreement, both parties are now precluded from filing any other Application for Dispute Resolution against the other with respect to this tenancy.

### Conclusion

The parties resolved their disputes by way of a full and final settlement agreement that I have recorded in this decision. In recognition of the settlement agreement, I provide the tenant with a Monetary Order in the amount of \$475.00 to serve and enforce if necessary.

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: June 04, 2019

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Residential Tenancy Branch