



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL MNDCL MNRL-S**

FFT MNDCT MNRT MNSD

Introduction

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

The landlord applied for:

- Authorization to recover the filing fee for this application from the tenant pursuant to section 72;
- A monetary order for damages or compensation pursuant to section 67; and
- A monetary order for rent and/or utilities and authorization to retain a security deposit pursuant to sections 38 and 67.

The tenant applied for:

- Authorization to recover the filing fees for this application from the landlord pursuant to section 72;
- A monetary order for damages or compensation pursuant to section 67;
- A monetary order for the cost of emergency repairs to the rental unit pursuant to section 33; and
- An order for the return of a security deposit or pet damage deposit pursuant to section 38.

The tenant and the landlord OO (“landlord”) attended the hearing. Neither party had issue with service of documents.

Settlement Reached

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:

The parties agree the landlord may retain the \$1,200.00 security deposit in full and final settlement of the landlord's claim and in full and final settlement of the tenant's claim.

Both parties testified at the hearing that they understood and agreed to the above terms, free of any duress or coercion. Both parties testified that they understood and agreed that the above terms are legal, final, binding and enforceable, which settle all aspects of this dispute.

Conclusion

The landlord may retain the \$1,200.00 security deposit in full and final settlement of the landlord's claim and in full and final settlement of the tenant's claim.

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 18, 2019

Residential Tenancy Branch