



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for unpaid rent pursuant to section 67 of the *Act*;
- authorization to retain all of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 67 of the *Act*; and
- recovery of the filing fee 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. The tenant attended with her assistant K.P.

As both parties were present, I asked the parties to confirm service of documents. The landlord testified that the tenant was served with their Notice of Dispute Resolution Proceeding package and evidence in person, which was confirmed by the tenant. The tenant confirmed that she did not submit any evidence in this matter. As such, I find that the tenant was served with the notice of this hearing in accordance with the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary order for unpaid rent and to retain the security deposit in partial satisfaction of that claim?

Is the landlord entitled to recover the filing fee for this application?

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 tenant agreed that the landlord retain the security deposit of \$750.00
2. The tenant agreed to pay the landlord \$50.00 by e-transfer during the hearing. The payment was confirmed received by the landlord during the hearing and the transaction reference number for the e-transfer is recorded on the cover sheet of this Decision.
3. Both parties agreed that the terms of this settlement as outlined above constitutes a final and binding resolution of the landlord's Application for Dispute Resolution, all issues currently under dispute at this time, and that no further claims will be made by the landlord or the tenant whatsoever arising from this tenancy.

Conclusion

The landlord retained the \$750.00 security deposit and the tenant paid the landlord \$50.00 in full and final satisfaction of the landlord's monetary claim.

Neither party may bring forward any further claims against each other 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: July 12, 2019

Residential Tenancy Branch