



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 1089131 B.C. LTD.
and [tenant name suppressed to protect privacy]

REVIEW HEARING DECISION AND RECORD OF SETTLEMENT

Dispute Codes MNSD FF

Introduction

This matter is pursuant to the tenant's original Application for Dispute Resolution, made October 10, 2018 under the *Residential Tenancy Act* (the Act), for the return of all or part of the deposits of the tenancy and to recover the filing fee.

This hearing was convened in response to a successful second application for Review Consideration granted the landlord by a Decision dated May 08, 2019. As summary,

- The original hearing of February 04, 2019 was attended solely by the tenant and in which they were granted monetary relief.
- On March 01, 2019 the landlord was granted a review hearing.
- On April 12, 2019 the review hearing of February 04, 2019 was again attended solely by the tenant and in which the original Decision and Order were confirmed.
- On May 08, 2019 the landlord was again granted a second review hearing.

Both parties attended today's hearing. The parties confirmed the landlord's service of all documents as prescribed in the Review Consideration Decision dated May 08, 2019, as well as exchanging their respective evidence.

Settlement

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision some discussion between the parties during the hearing led to a resolution to this dispute. Specifically, both parties agreed to, and each confirmed to me as follows;

1. The landlord will retain the security and pet damage deposits in the sum of **\$1450.00**, currently held in trust, as full and final resolve to all matters respecting the tenancy and this dispute.
2. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

The above particulars comprise the **full and final settlement** of all aspects of the tenant's application. Both parties testified that they understood and agreed to the above terms and that they settle all aspects of this dispute and are **final and binding on both parties**.

So as to perfect the parties' settlement,

I Order that the landlord may retain the tenant's security and pet damage deposits.

I Order that the Decisions and Orders dated February 04, 2019 and April 12, 2019 are set aside and are of no effect.

Conclusion

The parties settled all aspects of the dispute in the above terms.

This Decision and Settlement are final and binding.

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 24, 2019

Residential Tenancy Branch