



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “*Act*”) for the return of the security deposit.

The Tenant and three agents for the Landlord (the “Landlord”) were present for the teleconference hearing. The Landlord confirmed receipt of the Notice of Dispute Resolution Proceeding and a copy of the Tenant’s evidence. The Tenant confirmed receipt of a copy of the Landlord’s evidence. Neither party brought up any issues regarding service.

All parties were affirmed to be truthful in their testimony and were provided with the opportunity to present evidence, make submissions and question the other party. However, during the hearing the parties reached a settlement agreement which will be outlined below.

### Preliminary Matter

Two agents for the Landlord were named as the respondents on the Application for Dispute Resolution. However, the agents confirmed the company name of the Landlord which was also confirmed as per the tenancy agreement. Therefore, pursuant to Section 64(3)(c) of the *Act*, the application was amended to change the name of the respondent.

### Settlement Agreement

As stated in Section 63 of the *Act*, parties may be provided the opportunity to settle their dispute and for an agreement reached to be recorded in the form of a decision and/or Order. During the hearing the parties reached the following agreement:

1. The Landlord may retain the full security deposit in the amount of \$725.00.
2. The Tenant confirms that this fully resolves the dispute over the return of the security deposit.
3. The Landlord confirms that they will not file an Application for Dispute Resolution seeking liquidated damages or unpaid rent regarding this tenancy.

Both parties confirmed that they were entering into the agreement voluntarily and of their own free will. They both also confirmed their understanding that a settlement agreement is final and binding and fully resolves the claims on the Application for Dispute Resolution.

### Conclusion

The parties are ordered to follow the terms of the settlement agreement as outlined above.

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: October 04, 2019

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Residential Tenancy Branch