



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT
INC. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDL-S FFL

Introduction

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

- a Monetary Order for compensation for damage or loss under the *Act* pursuant to section 67 of the *Act*;
- authorization to retain a portion of the tenants' security deposit in satisfaction of this claim pursuant to sections 38 and 67 of the *Act*; and
- recovery of the filing fee for this application from the tenants 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.

As both parties were present, service of documents was confirmed. The tenants confirmed receipt of the landlord's Notice of Dispute Resolution Proceeding Package and evidence. The landlord confirmed receipt of the tenants' evidence. Based on the undisputed testimonies of the parties, I find that the documents for this hearing were sufficiently served in accordance with the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for compensation for damage or loss?

Is the landlord entitled to retain a portion of the security deposit in satisfaction of this loss?

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

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 voluntarily 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 landlord retains the security deposit of \$1,000.00 in full and final satisfaction of the landlord's monetary claim.
2. 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 filed on August 2, 2019, all issues currently under dispute at this time, and that no further claims will be made by the landlord or the tenants whatsoever arising from this tenancy.

Conclusion

The landlord retained the \$1,000.00 security deposit 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: November 26, 2019

Residential Tenancy Branch