



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFL MNDCL-S MNRL-S**

Introduction

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

- Authorization to recover the filing fee for this application from the tenant pursuant to section 72;
- A monetary order for damages or compensation and authorization to retain a security deposit pursuant to sections 38 and 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 attended the hearing and the landlords were represented at the hearing by their agent, WT ("landlord"). As both parties were in attendance, service of documents was confirmed. The tenant confirmed receipt of the landlord's Application for Dispute Resolution Proceedings Package and evidence, however he did not send his evidence to the landlord.

Preliminary Issue

The respondent (tenant) is required to serve the applicant (landlord) with his evidence not less than seven days before the hearing in accordance with rule 3.15 of the Residential Tenancy Branch Rules of Procedure. As the tenant confirmed he did not provide the documentary evidence to the landlord, his documentary evidence was excluded from being used in this proceeding pursuant to rule 3.16.

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. I advised the parties on several occasions that there is no obligation to resolve the dispute through

settlement and that if either party did not wish to resolve this matter through settlement, I was prepared to make a decision based on the evidence before me. 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:

1. The parties agree that the landlord may retain the security deposit in the amount of \$1,150.00 in full and final settlement of their application.
2. Neither party is permitted to file any further applications for dispute resolution in regard to this tenancy.

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 is authorized to retain the security deposit in accordance with section 38(4)(b) of the *Act*.

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: December 19, 2019

Residential Tenancy Branch