



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FFT

Introduction

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

- return of the security deposit and any statutory compensation pursuant to sections 38 and 67 of the *Act*, and
- recovery of the filing fee for this application 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 advised that she was feeling unwell and her voice was very raspy. The tenant requested an adjournment of the hearing, which was objected to by the landlords who were ready to proceed. I paused the hearing to allow the tenant an opportunity to call someone to assist her during the hearing. The tenant's assistant E.F. joined the hearing and the hearing proceeded.

The landlords confirmed receipt of the tenant's Notice of Dispute Resolution Proceeding package. As such, I find that the notice of this hearing was sufficiently served for the purposes of this hearing in accordance with section 71 of the *Act*.

The tenant confirmed receipt of the landlords' evidence. The only evidence submitted by the tenant were documents pertaining to the tenancy agreement, copies of which were already in the possession of both parties.

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 landlords will retain the \$825.00 security deposit.
2. Both parties agreed that the terms of this settlement as outlined above constitutes a final and binding resolution of the tenant's Application for Dispute Resolution, all issues currently under dispute at this time, and that no further claims will be made by the landlords or the tenant whatsoever arising from this tenancy.

Conclusion

The landlords will retain the security deposit.

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: December 24, 2019

Residential Tenancy Branch