



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNDL-S, FFL**  
                              **MNDCT**

### Introduction

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the *Residential Tenancy Act* (“Act”).

The landlord applied for:

- A monetary Order for Damages and authorization to retain a security deposit pursuant to sections 38 and 67; and
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72.

The tenant applied for:

- A monetary order for damages or compensation pursuant to section 67.

The tenant MF attended the hearing as did the landlord VG. As both parties were present, service of documents was confirmed. Both parties acknowledge being served with one another’s Application for Dispute Resolution and evidence. As such, the respective Applications for Dispute Resolution are deemed served in accordance with section 89 of the Act.

### 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 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 tenant agrees that the landlord will retain the security deposit.
2. The landlord agrees to withdraw his Application for Dispute Resolution.
3. The tenant agrees to withdraw his Application for Dispute Resolution.
4. Neither party will bring any further Applications for Dispute Resolution against the other regarding 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

Both the landlord's claim and tenant's claim are settled in the above terms.

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: July 31, 2020

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Residential Tenancy Branch