



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S, MNDCL, FFL

Introduction

This hearing was convened as a result of the Landlord's Application for Dispute Resolution. A hearing by telephone conference was held on August 31, 2021. The Landlord applied for multiple remedies, pursuant to the *Residential Tenancy Act* (the *Act*).

Both sides were present at the hearing. All parties provided testimony and were given a full opportunity to be heard, to present evidence and to make submissions.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Settlement Agreement

During the hearing, both parties agreed to settle this application, in full, and to settle all monetary matters in full stemming from this tenancy.

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.

Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

- The Landlord withdraws this application in full

- The Tenant agrees the Landlord can keep the security deposit (\$950.00) in full.
- This settles all monetary matters relating to this tenancy and both parties confirmed and agreed to not pursue any further application against one another relating to this tenancy.
- These terms comprise the full and final settlement of all aspects of this dispute for both parties.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

The Landlord may retain the security deposit, as laid out 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: August 31, 2021

Residential Tenancy Branch