



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **MNDL, MNRL, FFL**
 MNSDS-DR

Introduction

The words tenant and landlord in this decision have the same meaning as in the *Residential Tenancy Act*, (the "Act") and the singular of these words includes the plural.

This hearing dealt with applications filed by both the landlord and the tenant pursuant to the Act.

The landlord applied for:

- An order for compensation for damage caused by the tenant pursuant to section 67;
- A monetary order for rent pursuant to section 67; and
- Authorization to recover the filing fee for this application from the opposing party pursuant to section 72.

The tenant applied for:

- An order for the return of a security deposit or pet damage deposit by direct request, pursuant to section 38.

The landlord DA and the tenant HK attended the hearing. As both parties were present, service of documents was confirmed. The landlord acknowledged service of the tenant's Application for Dispute Resolution, however the tenant did not acknowledge service of the landlord's Application for Dispute Resolution. The landlord testified he did not serve a copy of his application upon the tenant as he thought he was responding to the tenant's application. At the commencement of the hearing, I advised the parties that I would dismiss the landlord's application with leave to reapply due to service deficiencies, however the parties agreed that the landlord's application should be dealt with during this hearing in order to assist in resolving the issues through mediation.

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 landlord would return \$600.00 of the remaining security deposit he is currently holding. The tenant acknowledged receiving the \$600.00 during the hearing.
2. The parties agree that no party to the tenancy agreement may initiate any further proceedings against the other party with respect 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's application is settled in these terms.

The tenant's application is settled in these 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: October 15, 2021

Residential Tenancy Branch