



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      **MNSDB-DR, FFT**

**MNDL-S, FFL**

### Introduction

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

- The tenant applied for:  
an order for the return of a security deposit by direct request, pursuant to section 38; and
- Authorization to recover the filing fee from the other party pursuant to section 72.

The landlord applied for:

- A monetary order for damages caused by the tenant, their guests to the unit, site or property and authorization to withhold a security deposit pursuant to sections 67 and 38 and
- Authorization to recover the filing fee from the other party pursuant to section 72.

Both the landlord and the tenant attended the hearing. The landlord acknowledged service of the tenant’s application for dispute resolution; the tenant did not acknowledge service of the landlord’s application for dispute resolution. Although I originally dismissed the landlord’s application with leave to reapply at the commencement of the hearing due to lack of proof of service, the landlord’s application was dealt with by settlement agreement during this hearing.

### 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. Money was exchanged between the parties by e-transfer during the hearing. The receiving party acknowledged receipt of the funds.
2. Based on the monetary exchange, the tenant agreed to withdraw his application and the landlord agreed to withdraw his application.
3. Both parties agreed that neither party may file any future disputes 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.

As a result of the settlement achieved between the parties, I order that both the tenant's application and the landlord's application be dismissed without leave to reapply.

Both parties' filing fees will not be recovered from the other party.

#### Conclusion

Both the applications are dismissed without leave to reapply.

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: November 22, 2021

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Residential Tenancy Branch