



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNDL-S, FFL

Introduction

This Application for Dispute Resolution was the subject of a dispute resolution hearing on August 25, 2021 and December 17, 2021. The Residential Tenancy Branch Arbitrator who conducted those hearings adjourned the proceedings. That Arbitrator is not currently available to continue with the proceedings. As such, I have been directed to consider the merits of the Application for Dispute Resolution.

This hearing was convened in response to the Landlord's Application for Dispute Resolution, in which the Landlord applied for a monetary Order for damage to the rental unit; to keep all or part of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

Issue(s) to be Decided

Is the Landlord entitled to compensation for damage to the rental unit and to keep all or part of the security deposit?

Background and Evidence

Prior to discussing service of documents or any evidence relating to the Application for Dispute Resolution, the Landlord and the Tenant advised me that they have reached a settlement agreement. They advised that they have mutually agreed to settle all issues in dispute at these proceedings under the following terms:

- the Landlord will keep the Tenant's security deposit; and

- the Tenant will pay the Landlord \$2,500.00, which has already been paid.

The aforementioned settlement agreement was summarized for the parties on at least two occasions. The Landlord and the Tenant clearly indicated their intent to resolve all issues in dispute under these terms.

The Landlord and the Tenant each acknowledged that they understand they were not required to enter into this agreement and that they were doing so voluntarily.

The Landlord and the Tenant each acknowledged that they understood the agreement was final and binding.

Analysis

The Landlord and the Tenant have mutually agreed to settle all issues in dispute at these proceedings in accordance with the aforementioned settlement agreement.

Conclusion

This settlement agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Act*.

Dated: March 28, 2022

Residential Tenancy Branch