



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the "Act") for:

- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38;
- authorization to recover the filing fee for this application from the tenant pursuant to section 72.

Both parties attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions, and to call witnesses.

The landlord served the tenant with the initial Notice of Dispute Resolution package by Registered Mail. The Canada Post Tracking Number is recorded on the coversheet of this decision. The tenant served the landlord with her evidence. Both parties confirmed receipt of the other parties evidence.

At the outset, I advised the parties of rule 6.11 of the Rules of Procedure (the "Rules") that prohibit participants from recording the hearing. The parties confirmed that they were not recording the hearing.

I explained the hearing and settlement processes to the parties. Both parties had the opportunity to ask questions. Neither party made any adjournment or accommodation requests. Both parties confirmed that they were ready to proceed with this hearing and confirmed they wanted to settle this application and did not want me to decide the outcome.

I was not required to consider the landlord's or the tenant's evidence at this hearing or in the decision, as both parties voluntarily settled this application.

Settlement

Pursuant to section 63 of the Act, an 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. During the hearing the parties discussed the issues, 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:

1. The landlord will retain the tenant's \$1200.00 damage deposit, in full.

These particulars comprise the full and final settlement of all aspects of this dispute. The parties gave verbal affirmation at the hearing that they understood and agreed to the above terms as legal, final, and binding, which settle all aspects of this dispute between them.

Conclusion

As the parties have reached a settlement, I make no factual findings about the merits of this application.

To give effect to the settlement reached between the parties, and as discussed at the hearing, I issue the attached monetary order, effective October 4, 2022, allowing the landlord to retain the damage deposit of \$1200.00.

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 4, 2022

Residential Tenancy Branch