



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Introduction

This hearing dealt with an application by the landlord pursuant to the *Residential Tenancy Act* for a monetary order to recover the cost of repairs, painting, loss of income and for the filing fee. The landlord also applied to retain the security deposit in partial satisfaction of her claim.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions. The parties acknowledged late receipt of evidence submitted to each other and both parties gave affirmed testimony.

Issues to be decided

Has the landlord established a claim for some or all of the above? Is the landlord entitled to the recovery of the filing fee and to retain the security deposit?

Background and Evidence

The tenancy started on March 01, 2021, and ended on April 01, 2022. Prior to moving in, the tenant paid a security deposit in the amount of \$750.00.

The landlord's claim was discussed and during the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to allow the landlord to retain the security deposit of \$750.00 in full and final satisfaction of all claims against the landlord.
2. The landlord agreed to accept the security deposit of \$750.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise **full and final settlement** of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, the landlord may retain the security deposit.

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: January 17, 2023

Residential Tenancy Branch