

DECISION

Introduction

This hearing dealt with Cross Applications including:

The Landlord's August 16, 2024, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for damage to the rental unit or common areas under sections 32 and 67 of the Act
- authorization to retain all or a portion of the Tenant's security deposit in partial satisfaction of the Monetary Order requested under section 38 of the Act
- authorization to recover the filing fee for this application from the Tenant under section 72 of the Act

The Tenant's August 18, 2024, Application for Dispute Resolution under the *Residential Tenancy Act* (the Act) for:

- a Monetary Order for compensation for damage or loss under the Act, regulation or tenancy agreement under section 67 of the Act
- a Monetary Order for the return of all or a portion of their security deposit and/or pet damage deposit under sections 38 and 67 of the Act
- authorization to recover the filing fee for this application from the Landlord under section 72 of the Act

The October 29, 2024, teleconference hearing was attended by the Tenant and their Agent, their Son in Law, as well as the Property Manager as Landlord, along with a representative of the Rental Pool, J.M.

Both sides had the opportunity to provide sworn testimony, refer to evidence, and ask questions during the teleconference hearing that continued for approximately 80 minutes.

Analysis

Under section 63 of the Act, the Arbitrator may assist the parties to settle their dispute.

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 this hearing, the parties reached an agreement to settle their disputes.

Both parties agreed to the following terms of a final and binding resolution of their respective applications and the issues in dispute arising out of this tenancy at this time and that they did so of their own free volition and without any element of coercion:

1. Both parties agreed that Landlord will retain the full value of the Tenant's security deposit as compensation related to this tenancy.
2. Both parties agreed that these particulars comprise the full settlement of all aspects of the respective applications for dispute resolution.

Conclusion

The parties agreed to settle and so I provide no findings on the merits of this dispute.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under section 9.1(1) of the Act.

Dated: October 29, 2024

Residential Tenancy Branch