



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes For the tenant: MNSD, MNDC
For the landlord: MNSD, MNDC, MNR, MND, FF

Introduction and Preliminary Matters

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act ("Act").

The tenant applied for a return of her security deposit and a monetary order for money owed or compensation for damage or loss.

The landlord applied for authority to retain the tenant's security deposit, a monetary order for money owed or compensation for damage or loss, unpaid rent, and alleged damage to the rental unit, and for recovery of the filing fee paid for her application.

The tenant, the landlord, the landlord's legal counsel, and the landlord's witnesses attended the telephone conference call hearing.

At the outset of the hearing, preliminary issues regarding the tenant's evidence and details of her monetary claim were discussed.

Thereafter, the matter of a possible settlement of both applications was explored with the parties, and a mediated discussion ensued, resulting in a settlement of the applications.

Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement;

2. The parties acknowledge that this mutually settled agreement represents a full and final settlement of any and all matters related to the tenancy; and
3. The parties acknowledge their understanding that this settled Decision resolves the tenant's and the landlord's applications and that no finding is made on the merits of either application for dispute resolution.

Conclusion

The tenant and the landlord have reached a settled agreement and as part of that settled agreement, both applications have been withdrawn.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act and Residential Tenancy Regulation. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act or Regulation, it is open to the other party to take steps under the Act to seek remedy.

As this matter was settled, I have not awarded the landlord recovery of her filing fee.

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: June 10, 2015

Residential Tenancy Branch

