



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      FF MND MNR MNND

### Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* ("the *Act*") for a monetary order for unpaid rent and for damage pursuant to section 67; authorization to retain the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 38; and authorization to recover the filing fee pursuant to section 72.

Both parties attended the hearing and were given an opportunity to be heard, to present sworn testimony and to make submissions. At the outset of the hearing, the tenant indicated that he wished to submit further evidence. After initially making an application for an adjournment, he withdrew the application. He was given several opportunities to confirm that he was ready to proceed with the landlord's application. The tenant confirmed that he wished to proceed with this hearing.

Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### Background and Evidence

This tenancy ended in January 2016. The landlord testified that she continues to hold a \$300.00 security deposit paid by the tenant at the outset of this tenancy. The tenant testified that he had hoped to make a cross application for all his loss as a result of this tenancy but he did not. As stated above, he argued that he wished to proceed with this application and further that this application would resolve all matters between himself and the landlord.

Ultimately, the tenant agreed to allow the landlord to retain his \$300.00 security deposit. The landlord agreed to withdraw the rest of her monetary claim totalling over \$2000.00.

### Analysis

Pursuant to section 63 of the *Act*, the 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. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a decision:

#### **The Parties mutually agreed as follows:**

1. The landlord will retain the tenant's security deposit towards any damage or loss as a result of this tenancy.
2. The tenant will not communicate in any form with the landlord.
3. These terms comprise the full and final settlement of all aspects of this dispute for both parties and all aspects of this tenancy.

Both parties agreed that neither party will take further monetary action with respect to this tenancy.

### Conclusion

To give effect to the settlement reached between the parties, I order that the landlord retain the tenant's \$300.00 security deposit.

I also note that the tenant agreed to have no further contact or communication with the landlord.

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 3, 2016

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Residential Tenancy Branch