



Dispute Resolution Services

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Residential Tenancy Branch
Ministry of Housing

A matter regarding SKYLINE LIVING
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNRL-S, FFL

Introduction

This hearing dealt with an Application for Dispute Resolution that was filed by the Landlord under the *Residential Tenancy Act* (the Act) on July 28, 2022, seeking:

- Recovery of unpaid rent and utilities;
- Retention of the security deposit; and
- Recovery of the filing fee.

The hearing was convened by telephone conference call at 1:30 pm on April 24, 2023, and was attended by the Tenant SW, their daughter and agent JC, and an agent for the Landlord SD. All parties provided affirmed testimony.

The parties were advised that inappropriate behavior would not be permitted and could result in limitations on participation, such as being muted, or exclusion from the proceedings. The parties were asked to refrain from speaking over me and one another and to hold their questions and responses until it was their opportunity to speak. The parties were also advised that personal recordings of the proceeding were prohibited under the Rules of Procedure and confirmed that they were not recording the proceedings.

Preliminary Matters

As the parties agreed that the respondent DW is deceased, I amended the Application to remove them as a respondent with the consent of the parties.

Settlement

The opportunity for settlement was discussed with the parties during the hearing. The parties were advised on several occasions during the hearing that there is no obligation to resolve the dispute through settlement, but that pursuant to section 63 of the Act, I could assist the parties to reach an agreement, which would be documented in my decision and any supporting order(s).

During the hearing, the parties mutually agreed to settle this matter as follows:

1. The parties agree the Landlord may retain the \$797.50 security deposit, and that no further amounts are owed for rent, utilities, or the filing fee.

This settlement agreement was reached in accordance with section 63 of the Act.

Conclusion

I order the parties to comply with the terms of the mutual settlement agreement described above. The Landlord is entitled to retain the Tenant's security deposit in full.

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: April 24, 2023

Residential Tenancy Branch