

AGREEMENT

Dispute Codes MNSD

Introduction

This hearing was due to deal with an Application for Dispute Resolution by the tenant for a Monetary Order to recover the security deposit.

The tenant served the landlord by registered mail on October 30, 2009 with a copy of the Application and Notice of Hearing. I find that the landlord was properly served pursuant to s. 89 of the *Act* with notice of this hearing.

Both parties appeared, gave affirmed testimony, were provided the opportunity to present their evidence orally, in written form, documentary form, and make submissions to me.

At the hearing I assisted the parties to resolve the dispute themselves and the parties came to the following agreement as a final settlement of the claim:

The tenant accepts that some damage was caused to the rental unit during his tenancy; therefore the tenant has agreed that the landlord may keep **\$575.00** from his security deposit for these repairs.

The landlord has agreed to send the tenant a cheque to the address given on his application for **\$800.00** in full and final settlement of the claim.

Conclusion

Both Parties are in full agreement to the amount of **\$800.00** to be forwarded to the tenant by the landlord in full and final settlement of a claim from either Party.

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: March 01, 2010.

Dispute Resolution Officer