



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes:

MNSD, FF

Introduction

This hearing was scheduled in response to the tenant's Application for Dispute Resolution, in which the tenants made application for a monetary Order for return of the security deposit and to recover the filing fee from the landlord for the cost of this Application for Dispute Resolution.

Both parties were present at the hearing. At the start of the hearing I introduced myself and the participants. The hearing process was explained, evidence was reviewed and the parties were provided with an opportunity to ask questions about the hearing process. They were provided with the opportunity to submit documentary evidence prior to this hearing, all of which has been reviewed, to present affirmed oral testimony and to make submissions during the hearing.

Preliminary Matters

The landlord confirmed receipt of the Notice of hearing package in July, 2012. The landlord submitted copies of photographs of the unit and provided a copy to the tenant's brother; who, despite being a co-applicant, was in fact an occupant. The landlord's evidence was submitted to the Residential Tenancy Branch outside of the required 5 day time-frame; therefore, the photographs were not considered.

The tenant agreed that his application should be amended to remove his brother's name as an applicant.

Mutually Settled Agreement

The parties agreed to the following:

- The landlord will return \$500.00 to the tenant;
- The tenant will be provided with a monetary Order in the sum of \$500.00, which may be enforced if payment is not made within a reasonable period of time; and
- That neither party will make any further claim against the other in relation to this tenancy.

Further, pursuant to 63(2) of the Act, I find that the parties have agreed and Order that payment to the tenant be made as agreed and that neither party make any further claim against the other. If payment is not made within a reasonable period of time the tenant is at liberty to enforce the monetary order through Small Claims Court.

Conclusion

The parties have reached a mutually settled agreement that resolves all matters in relation to this tenancy.

Based on the mutually settled agreement I grant the tenant a monetary Order in the sum of \$500.00. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court and enforced as an Order of that Court

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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: September 14, 2012.

Residential Tenancy Branch