



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD FF

### Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied for a monetary order for return of her security deposit and pet damage deposit, and to recover the filing fee.

The tenant, an agent for landlord and the landlord attended the hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

### Settlement Agreement

During the hearing, the parties agreed to settle these matters, on the following conditions:

1. The parties agree that the landlord will pay the tenant **\$1,100.00** on or before December 31, 2012 as full and final settlement of all matters related to this tenancy including any claims for damages.
2. The tenant agrees to withdraw her application in full as part of this settlement agreement.
3. The tenant agrees to waive the recovery of the filing fee for this application as part of this settlement agreement.
4. The tenant waives her right towards double the security deposit and pet damage deposit under the *Act*.
5. The parties agree that the tenant will be granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$1,100.00**, which will be of no force or effect if the amount owing has been paid in accordance with #1 above.

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

### Conclusion

I grant the tenant a monetary order in the amount of **\$1,100.00** which will be of no force or effect if the amount owing has been paid in accordance with the above terms.

This settlement agreement represents a full and final settlement of all matters related to this tenancy including any claims for damages.

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: December 10, 2012

---

Residential Tenancy Branch