

DECISION

Dispute Codes

MNDC 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 money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, return of the security deposit, and to recover the filing fee.

The male tenant, an agent for landlord (the “agent”) and a maintenance person for 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.

The agent confirmed receiving the evidence package from the tenant and had the opportunity to review it prior to the hearing. I find the landlord was served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to full and final settlement of all matters related to this tenancy, on the following conditions:

1. The parties agree that the landlord owes the tenant **\$273.11** comprised of \$223.11 in natural gas compensation due to an error on the tenancy agreement related to the inclusion of “hot water”, and the \$50.00 filing fee.
2. The landlord will pay the tenant the amount of \$273.11 on or before January 31, 2013.
3. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$273.11**, which will be of no force or effect if the amount owing has been paid in accordance with #2 above.

4. The tenant withdraws his claim in full as part of this settled agreement.
5. The parties agree that this settled agreement represents full and final settlement of all matters related to this tenancy.

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 **\$273.11** which will be of no force or effect if the amount owing has been paid in accordance with the above terms.

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: January 18, 2013