



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

For the landlord: MNR MNSD FF  
For the tenant: MNSD

### Introduction

This hearing was convened as a result of the cross-applications of the parties for dispute resolution under the *Residential Tenancy Act* (the "Act").

The landlord applied for a monetary order for unpaid rent, to keep all or part of the security deposit, and to recover the filing fee.

The tenant applied for the return of all or part of the security deposit.

The landlord, the tenant and the father of the tenant 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 all matters related to this tenancy, on the following conditions:

1. The parties agree that the landlord may retain the tenant's full security deposit of \$1,500.00.
2. The parties agree that the tenant will pay the landlord **\$3,000.00** in compensation on or before **March 31, 2013** by certified cheque.

3. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$3,000.00**, which will be of no force or effect if the amount owing has been paid by the tenant in accordance with #2 above.
4. The parties agree to waive their right to the recovery of their filing fee as part of this settled agreement.
5. This settled agreement between the parties represents a 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 order** the parties to comply with the terms of this mutually settled agreement.

I grant the landlord a monetary order in the amount of **\$3,000.00** which will be of no force or effect if the amount owing has been paid in accordance with #2 above.

For the benefit of both parties, I am including a copy of *A Guide for Landlords and Tenants in British Columbia* with my Decision.

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: February 25, 2013

---

Residential Tenancy Branch

