



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Maple Ridge Elderly Citizens Housing Society
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD FF O

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "*Act*"). The landlord applied for authorization to keep all or part of the security deposit, to recover the filing fee, and "other" and provided details of "other" by referring to a document seeking unpaid rent, cleaning costs and painting costs.

The tenant, an advocate for the tenant, a witness for the tenant, and an agent for landlord (the "agent") 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 tenant confirmed receiving the evidence package from the landlord and that the tenant had the opportunity to review the evidence prior to the hearing. I find the tenant was served in accordance with the *Act*. The tenant did not submit evidence in response to the landlord's application.

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 tenant owes the landlord **\$340.00** comprised of November 2012 unpaid rent.
2. The parties further agree that the landlord will retain the tenant's full security deposit of \$100.00 resulting in a balance owing by the tenant to the landlord in the amount of **\$240.00**.

3. The tenant agrees to make two \$120.00 payments to the landlord by money order. The first payment of \$120.00 will be paid by the tenant and received by the landlord **on or before April 30, 2013 by 4:00 p.m.** The second payment of \$120.00 will be paid by the tenant and received by the landlord **on or before May 31, 2013 by 4:00 p.m.**
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$240.00**, which will be of no force or effect if the amount owing has been paid by the tenant in accordance with #3 above.
5. The parties confirmed the name and address of the landlord during the hearing, to which the tenant will mail the two payments described in #3 above.
6. The agent agrees to waive the recovery of the filing fee for this application and withdrew the landlord's application in full as part of this settled agreement.
7. The parties agree that this settled agreement 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 this settled agreement.

I grant the landlord a monetary order pursuant to section 67 of the *Act* in the amount of **\$240.00** 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: March 06, 2013

Residential Tenancy Branch

