



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

REVIEW HEARING DECISION

Dispute Codes MNDC MNSD

Introduction

This hearing dealt with a review hearing of the tenant's original Application for Dispute Resolution, seeking a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and for the return of all or part of the pet damage deposit and security deposit.

On January 7, 2013, an Arbitrator issued a decision granting the tenant a monetary order against the landlord in the amount of \$1,550.00. The landlord did not attend the hearing, and applied for a review of that Arbitrator's January 7, 2013 decision and order, citing that they were unable to attend the hearing, had new and relevant evidence that was not available at the time of the original hearing, and that the original decision was based on fraud.

On February 5, 2013, a different Arbitrator suspended the original Arbitrator's decision dated January 7, 2013 pending the outcome of this Review Hearing.

The tenant and the landlord attended the Review Hearing. During the Review Hearing, the parties agreed to settle all matters related to this tenancy as follows.

Settlement Agreement

Section 63 of the *Act*, states:

Opportunity to settle dispute

- 63** (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or an order.

The parties agreed to the following:

1. The parties agree that the landlord will return the tenant's full security deposit and pet damage deposit of **\$775.00** on or before **March 20, 2013**.
2. The tenant waives her right to the doubling of the security deposit and pet damage deposit under the *Act*.
3. The tenant agrees to withdraw her application in full as part of this settled agreement, and the parties further agree that this settlement agreement represents a full and final settlement of all matters related to this tenancy.
4. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$775.00, which will be of no force or effect if the amount owing has been paid in accordance with #1 above.

Based on the parties reaching a settled agreement, **I set aside** the January 7, 2013 decision and order.

I order the parties to comply with their mutually settled agreement.

Conclusion

The original decision dated January 7, 2013 is set aside.

I order the parties to comply with their mutually settled agreement described above.

I grant the tenant a monetary order in the amount of \$775.00 which will be of no force or effect if the landlord pays the tenant in accordance with #1 above.

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 04, 2013

Residential Tenancy Branch

