

Dispute Resolution Services

Residential Tenancy Branch Office of Housing and Construction Standards

A matter regarding SRSN Ventures Ltd. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant:	CNC CNR MNDC OLC RP RR FF
For the landlord:	OPR MNR FF

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 tenant and an agent for the landlord (the "agent") attended the hearing. The parties agreed that the tenant had vacated the rental unit and that possession of the rental unit had been returned to the landlord.

Preliminary Matter

The parties agreed to amend the tenant's application to the correct landlord company name and to remove the name of the landlord agent. The parties also agreed to amend the tenant's mailing address on their respective applications to reflect the tenant's new mailing address.

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 will return the tenant's full security deposit of **\$425.00** to the tenant by **July 22, 2013.**
- 2. Both parties agree to withdraw their applications in full as part of this settlement agreement and that this settlement agreement represents a full and final settlement of all matters related to this tenancy.
- 3. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$425.00**, which will be of no force or effect if the amount owing has been paid by the landlord in accordance with #1 above.
- 4. Both parties agree to waive the recovery of their respective filing fee as part of this settled agreement.

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 their mutually settled agreement.

I grant the tenant a monetary order in the amount of **\$425.00** which will be of no force or effect if the amount owing has been paid 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: July 16, 2013

Residential Tenancy Branch