



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MNSD
For the landlord: MNSD MNDC 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 applied for a monetary order for the return of double her security deposit. The landlord applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to keep all or part of the security deposit, and to recover the filing fee.

The tenant and the landlord attended the hearing. The parties had the hearing process explained to them and 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 parties confirmed receiving the evidence package from the other party and that they had the opportunity to review the evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

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 will surrender her entire \$700.00 security deposit to the landlord.

2. Both parties agree to withdraw their respective application in full as part of this settlement agreement.
3. The tenant agrees to pay the landlord **\$50.00** for the landlord's filing fee by making two payments of \$25.00: The tenant agrees to mail the landlord a payment of \$25.00 by **August 31, 2013** and a \$25.00 payment by **September 30, 2013**.
4. The landlord is granted a monetary order in the amount of \$50.00 which will have no force or effect if the tenant pays the landlord in accordance with #3 above.
5. Both parties agree that this settlement 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 the terms of their settled agreement described above.

I grant the landlord a monetary order in the amount of **\$50.00** which will be of no force or effect if the amount owing has been paid as described above. If the tenant does not pay the landlord as agreed above, this order must be served on the tenant and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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: July 25, 2013

Residential Tenancy Branch

