



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND MNR MNSD FF

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 a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to keep all or part of the security deposit and to recover the filing fee.

The landlord, tenant and the spouse of the landlord and 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.

The tenant confirmed that he received the landlord's evidence prior to the hearing and had the opportunity to review the evidence. The tenant stated that he submitted photo evidence the day before the hearing, however, that evidence has been excluded as it was not served in accordance with the rules of procedure. I find the tenant was served in accordance with the *Act* and the rules of procedure.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The landlord agrees to pay the tenant **\$650.00** by cheque, comprised of the return of the tenant's full security deposit on **Friday, July 26, 2013** at 5:00 p.m. at the landlord's residence.
2. The landlord withdraws his application in full as part of this settlement agreement.

3. The tenant is granted a monetary order in the amount of \$650.00 which will have no force or effect if the landlord pays the tenant in accordance with #1 above, and the cheque is successfully cashed by the tenant.
4. 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.

The tenant is granted a monetary order in the amount of \$650.00 which will have no force or effect if the landlord pays the tenant in accordance with #1 above, and the cheque is successfully cashed by the tenant. If the landlord does not pay the amount as described above, or the cheque provided cannot be cashed by the tenant, this order must be served on the landlord 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 26, 2013

Residential Tenancy Branch

