



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the landlord: MNR MNSD MNDC FF
For the tenant: MNDC O

Introduction

This hearing was convened as a result of the cross-applications of the parties seeking remedy under the *Residential Tenancy Act* (the “Act”). The landlord’s application is for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for unpaid rent or utilities, and authorization to retain the tenant’s security deposit, and to recover the filing fee. The tenant’s application is for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement and “other” although details of “other” relates to the tenant’s application for a monetary order for compensation for damage or loss, and does not indicate an additional dispute.

The tenant and the landlord attended both the original hearing on June 5, 2013 and the reconvened hearing on July 8, 2013. 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 original hearing was reconvened to allow the tenant time to attend at the post office to receive the landlord’s application and evidence which the tenant did. At the reconvened hearing, both parties confirmed that they received the application from the other party and evidence. The tenant stated that she did not submit rebuttal evidence in response to the landlord’s application. I find the tenants 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 ½ of tenant's \$562.50 security deposit to the landlord for a total of **\$281.25** to be surrendered as compensation for unpaid May 2013 rent.
2. The landlord agrees to return the remaining security deposit balance owing to the tenant in the amount of **\$281.25 by "Interac e-transfer" payment by July 10, 2013 by 4:00 p.m.** The e-mail address of the tenant was provided during the hearing.
3. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$281.25** which will be of no force or effect if the amount owing has been paid in accordance with #2 above.
4. The landlord agrees to waive the recovery of the filing fee as part of this settled agreement.
5. 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 the terms of their mutually settled agreement above.

I authorize the landlord to retain ½ of the tenant's security deposit in the amount of \$281.25 based on the mutual agreement of the parties as part of their settled agreement.

I grant the tenant a monetary order in the amount of **\$281.25** which will be of no force or effect if the amount owing has been paid in accordance with #2 above.

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 08, 2013

Residential Tenancy Branch