



Dispute Resolution Services

Page: 1

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, and authorization to retain all or part of the tenant's security deposit and pet damage deposit, and to recover the filing fee.

The tenant and the landlord attended the hearing. The hearing process was explained to the parties. 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 receiving the evidence package from the landlord and that he had the opportunity to review the landlord's evidence prior to the hearing. The tenant confirmed that he did not submit evidence in response to the landlord's application. I find the tenant was 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 **\$200.00** of his \$650.00 security deposit to the landlord as compensation for \$100.00 towards the rental of the shop and \$100.00 towards damaged tiles in the rental unit, leaving a balance of the tenant's security deposit of \$450.00, and a pet damage deposit of \$200.00.
2. The landlord agrees to return **\$650.00** to the tenant which is comprised of the tenant's \$450.00 security deposit balance owing, and the tenant's \$200.00 pet damage deposit, on or before **September 6, 2013** by cheque.

3. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$650.00**, which will be of no force or effect if the amount owing has been paid in accordance with #2 above. The tenant may enforce the monetary order if the landlord fails to pay the tenant by September 6, 2013, or the cheque issued by the landlord cannot be cashed.
4. The landlord agrees to withdraw her claim in full as part of this settlement 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 settled agreement described above.

I grant the tenant a monetary order in the amount of **\$650.00** which will be of no force or effect if the amount owing has been paid in accordance with term #2 above. The tenant may enforce the monetary order if the landlord fails to pay the tenant by September 6, 2013, or the cheque issued by the landlord cannot be cashed. Should the tenant need to enforce the monetary order, the tenant must serve the monetary order on the landlord.

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: August 23, 2013

Residential Tenancy Branch

