



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNR, MNDC, MNSD, FF

### Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

The Landlord applied on May 28, 2013 for:

1. A Monetary Order for damage to the unit – Section 67
2. A Monetary Order for unpaid rent or utilities - Section 67;
3. A Monetary Order for compensation – Section 67;
4. An Order to retain all or part of the security deposit – Section 38; and
5. An Order to recover the filing fee for this application - Section 72.

The Tenant applied on June 21, 2013 for:

1. An Order for the return of the security deposit – Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenants and Landlord were each given full opportunity to be heard, to present evidence and to make submissions under oath.

### Preliminary Matter

This matter was originally scheduled to be heard on September 4, 2013. By consent, the matter was adjourned to today’s date in order for the Landlord to provide a copy of the evidence package to Tenant AI.

### Settlement Agreement

At the onset of the Hearings the Parties were offered an opportunity to settle their dispute by agreement and during the Hearing the Parties did settle their dispute.

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act and agreement reached between the Parties during the proceedings, I find that the Parties have settled their dispute and the following records this settlement as a decision:

**The Parties mutually agree as follows:**

- 1. The Landlord will retain the security deposit of \$687.50;**
- 2. Tenant AI will pay \$700.00 to the Landlord;**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

In order to secure the agreement, I provide a monetary award to the Landlord of \$700.00.

### Conclusion

The Parties have settled the dispute by agreement.

This decision 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: October 16, 2013

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Residential Tenancy Branch

