



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing was convened as a result of the tenant's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The tenant applied for the return of the security deposit, and to recover the filing fee.

The tenant, the tenant's mother, a witness for the tenant, and the landlord 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 landlord confirmed receiving the evidence package from the tenant and that he had the opportunity to review the evidence prior to the hearing. The landlord confirmed that he did not submit evidence in response to the tenant's application. I find the landlord 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 landlord will pay the tenant **\$1,000.00** comprised of the tenant's \$950.00 security deposit plus the \$50.00 filing fee via the tenant's mother, TS, by cheque to be postmarked **on or before October 2, 2013 by 1:00 p.m.**

2. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$1,000.00**, which will be of no force or effect if the amount owing has been paid in accordance with #1 above.
3. The tenant withdraws his application in full as part of this mutually settled agreement.
4. 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 grant the landlord a monetary order in the amount of \$1,000.00 which will be of no force or effect if the amount owing has been paid in accordance with #1 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: September 25, 2013

Residential Tenancy Branch

