



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Bristol Estates
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND MNSD MNDC 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 money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, for authorization to retain the tenants' security deposit, and to recover the filing fee.

The tenant and an agent for landlord (the "agent") 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 receiving the evidence package from the landlord and that he had the opportunity to review the 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 landlord may retain **\$220.00** from the tenant's \$362.50 security deposit comprised of \$65.00 for carpet cleaning, \$135.00 for flea spray, and \$20.00 for closet hardware.
2. The landlord agrees to return the remainder of the tenant's security deposit in the amount of **\$142.50** to the tenant on or before **September 24, 2013**.

3. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$142.50**, which will be of no force or effect if the amount owing has been paid in accordance with #2 above.
4. The landlord withdraws their application 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 mutually settled agreement above.

I grant the tenant a monetary order in the amount of **\$142.50** 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: September 18, 2013

Residential Tenancy Branch

