



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding LI-CAR MANAGEMENT GROUP
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 damages to the unit, site or property, for authorization to retain all or part of the security deposit, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and to recover the filing fee.

Tenant CK (the "tenant") and two agents for the landlord (the "agents") 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 she had the opportunity to review the evidence prior to the hearing. The tenant's evidence was excluded from the proceeding as it was not submitted in accordance with the Rules of Procedure. As an alternative, the tenant was informed that she could speak to any of her evidence orally during the hearing.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to the tenancy, on the following conditions:

1. The tenant agrees to surrender **\$242.50** of the \$475.00 security deposit to the landlord comprised of \$192.50 for carpet cleaning and suite cleaning, plus the \$50.00 filing fee.

2. The landlord agrees to return the balance of the tenants' security deposit in the amount of **\$232.50** to tenant CK, by cheque to be postmarked and mailed to tenant CK **on or before October 7, 2013**. The mailing address of tenant CK was confirmed during the hearing.
3. The landlord withdraws her application as part of this settlement agreement between the parties.
4. The parties agree that this settlement agreement represents a full and final settlement of all matters related to the 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.

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: October 04, 2013

Residential Tenancy Branch

