



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, for authorization to keep all or part of the security deposit or pet damage deposit, and to recover the filing fee.

The landlord and an agent for the tenant (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 agent confirmed receiving the evidence package from the landlord and that the tenant had the opportunity to review the landlord's evidence prior to the hearing. The agent confirmed that the tenant 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 \$1,035.17, comprised of damages, unpaid rent, and half of the filing fee, from the tenant's security deposit and pet damage deposit, which total \$1,200.00, leaving a balance owing by the landlord to the tenant in the amount of \$164.83.
2. The landlord agrees to return the tenant's security deposit and pet damage deposit balance of **\$164.83** by cheque, to be mailed and post-marked by **November 9, 2013**. The mailing address of the tenant was confirmed by the landlord during the hearing.

3. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$164.83**, which will be of no force or effect if the amount owing has been paid in accordance with #2 above.
4. The parties agree that this settlement agreement represents a full and final settlement of all matters related to this tenancy.
5. The landlord withdraws her claim in full as part of this mutually settled agreement.

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.

The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$164.83**, which will be of no force or effect if the amount owing has been paid in accordance with #2 above.

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: November 06, 2013

Residential Tenancy Branch

