



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDC MNSD

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 a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, and for the return of double her security deposit under the *Act*.

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 parties confirmed receiving the evidence package from the other party and that they had the opportunity to review the evidence from the other party prior to the hearing. I find the parties were 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 return the tenant's full security deposit of **\$500.00** by Interac e-mail money transfer by **November 8, 2013 by 5:00 p.m.** The landlord confirmed the tenant's e-mail address during the hearing. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$500.00**, which will be of no force or effect if the amount owing has been paid in accordance with this term of the mutually settled agreement.
2. The tenant agrees to waive her right to the double the security deposit under the *Act*, and withdraws her application in full as part of this mutually settled agreement.

3. The parties agree that this mutually 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.

The tenant has been granted a monetary order in the amount of \$500.00 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: November 07, 2013

Residential Tenancy Branch

