



# 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 their security deposit and in their details of dispute indicated that they were also seeking the return of half of last month's rent.

The tenant and an agent for the 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 prior to the hearing and that he had the opportunity to review the landlord's evidence prior to the hearing. The tenant confirmed that he did not served evidence in support of his 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 will return the amount of **\$1,975.00** to the tenant on or before **December 20, 2013 by 5:00 p.m.**
2. Further to #1 above, as the landlord has already issued the tenant a cheque in the amount of **\$485.00** which has not been cashed by the tenant and is not stale-dated, the tenant agrees to cash that \$485.00 cheque from the landlord immediately. In addition, the landlord agrees to issue a second cheque to the tenant in the amount of **\$1,490.00**, to be mailed to the tenant and post-marked by **December 16, 2013**. The mailing address of the tenant was confirmed during the hearing. The combined total of the first \$485.00 cheque and the second

\$1,490.00 cheque equals the total amount owing to the tenant by the landlord described in #1 above, \$1,975.00.

3. The tenant agrees to withdraw his application in full as part of this mutually settled agreement.
4. The tenant agrees to waive his right to double his security deposit under the *Act* as part of this mutually settled agreement.
5. The tenant is granted a monetary order in the amount of \$1,975.00 which will be of no force or effect if the landlord pays the tenant in accordance with #1 above, and both the \$485.00 cheque and the \$1,490.00 cheque from the landlord are received by the tenant by December 20, 2013 and are successfully cashed by the tenant.
6. Both parties agree that this settlement 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 described above.

The tenant has been granted a monetary order in the amount of \$1,975.00 which will be of no force or effect if the landlord pays the tenant in accordance with #1 above, and both the \$485.00 cheque and the \$1,490.00 cheque from the landlord are received by the tenant by December 20, 2013 and are successfully cashed by the tenant.

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: December 11, 2013

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Residential Tenancy Branch

