



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### Dispute Codes

For the tenant: MNSD FF  
For the landlord: MND MNR MNSD FF

### Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied for a monetary order for the return of the security deposit and the pet damage deposit, and to recover the filing fee.

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 tenant and the landlord attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

The landlord confirmed that he received the tenant’s evidence and that he had the opportunity to review the tenant’s evidence prior to the hearing. The landlord did not submit evidence for his application that was received prior to the hearing.

I have reviewed all oral and written evidence before me that met the requirements of the rules of procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### 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 deposits in the amount of **\$2,800.00** by cheque to be mailed and postmarked to the tenant by **December 11, 2013 by 5:00 p.m.** The parties confirmed the mailing address of the tenant during the hearing.
2. The parties agree to withdraw their respective applications in full as part of this settlement agreement.
3. The parties agree to waive their respective filing fees as part of this settlement agreement.
4. The tenant waives her right to double the security deposit and pet damage deposit under the *Act* as part of this mutually settled agreement.
5. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$2,800.00**, which will be of no force or effect if the amount owing has been paid in accordance with #1 above and the cheque is successfully cashed by the tenant.
6. The parties agree that this mutually 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.

The tenant has been granted a monetary order in the amount of \$2,800.00 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: December 4, 2013

---

Residential Tenancy Branch

