



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

**And**

## **RECORD OF SETTLEMENT**

### **Dispute Codes**

MNSD MNDC FF

### **Introduction**

This hearing was convened in response to an application by the tenant, for return of their security deposit and compensation for damage or loss and to recover the filing fee.

Both parties attended the conference call hearing and provided their submissions and their testimony and were permitted to discuss their dispute.

### **Issue(s) to be determined**

Is the tenant entitled to the monetary amount claimed?

### **Background and Evidence**

This tenancy began July 01, 2013. Rent was in the amount of \$1150.00. The parties agree the relevant rent amount for this matter is \$1179.00. At the outset of the tenancy the landlord collected a security deposit which the landlord retains in trust. Despite the document evidence of this matter, the parties agree and agree they mutually understood prior to signing the tenancy agreement that it was as a fixed term tenancy - which ended early September 30, 2013.

During the course of the hearing, the parties discussed their dispute and turned their minds to compromise. The parties reached agreement, choosing to settle all matters related to this tenancy for all time, *in full satisfaction of the tenant's claim, and to the*

*parties' mutual satisfaction*, on the following conditions, and at their request that I record the parties' settlement as per Section 63 of the Act as follows.

1. The tenant and landlord agree that the landlord may keep the security deposit of this tenancy.
2. The tenant and landlord agree that the landlord will pay the tenant the equivalent to one-half month's rent in the amount of **\$589.50**, forthwith, and no later than within 30 days of the date of this Decision.
3. The tenant and landlord agree that the landlord will cause to deliver to the tenant, all un-negotiated post-dated cheques of the tenant dated to June 2014, no later than within 30 days of the date of this Decision.

So as to perfect this agreement, the tenant will receive a **Monetary Order** in the agreed amount owed by the landlord. If the landlord acts on their agreement and pays the tenant the agreed amount, the Monetary Order automatically becomes null and of no effect.

**I Order** that in the event that the tenant's post-dated cheques have been destroyed the tenant *must* be given a formal Notarized statement to this effect in place of the post-dated cheques; and that the Notarized statement will then constitute full satisfaction of the relevant term in this agreement.

### **Conclusion**

**I grant** the tenant a **Monetary Order** under Section 67 of the Act in the amount of **\$589.50**. The tenant is being given this Order. If the landlord does not pay the tenant the agreed amount, the tenant may serve the Order on the landlord. If necessary, the Order may be filed in Small Claims Court and enforced as an Order of that Court.

**This Decision and Settlement is final and binding on both parties.**

This decision 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: January 15, 2014

---

Residential Tenancy Branch

