



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      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 the return of all or part of 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 landlord confirmed receiving the evidence package from the tenant and had the opportunity to review it prior to the hearing. The landlord stated that he did not serve the Residential Tenancy Branch with his evidence, and as a result, the landlord's evidence was excluded in full as it was not served in accordance with the rules of procedure. I find the landlord was served in accordance with the *Act*.

### Settlement Agreement

During the hearing, the parties agreed to settle this matter related to the security deposit, on the following conditions:

1. The landlord agrees to return the tenant's full security deposit of **\$900.00** to be received by the tenant by **February 20, 2014 by 5:00 p.m.**
2. The tenant agrees to waive her right to double the security deposit under the *Act* as part of this mutually settled agreement.

3. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$900.00**, which will be of no force or effect if the amount owing has been paid in accordance with #1 above, and the cheque from the landlord is successfully cashed by the tenant. The landlord confirmed the mailing address of the tenant during the hearing.
4. The tenant is withdrawing her application 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 described above.

The tenant has been granted a monetary order in the amount of \$900.00 which will be of no force or effect if the amount owing has been paid in accordance with #1 above, and the cheque from the landlord is successfully cashed by the tenant.

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: February 6, 2014

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Residential Tenancy Branch

