



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes

For the tenant – MNSD, MNDC, FF

For the landlord – MNR, MND, MNSD, MNDC, FF, O

Introduction

This hearing was convened by way of conference call in response to both parties' applications for Dispute Resolution. The tenant applied for a Monetary Order to recover the security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Residential Tenancy Act (Act)*, regulations or tenancy agreement; and to recover the filing fee from the landlord for the cost of this application. The landlord applied for a Monetary Order for unpaid rent or utilities; a Monetary Order for damage to the unit, site or property, for an Order to be permitted to keep the security deposit; for a Monetary Order for money owed or compensation for damage or loss under the *Act*, regulations or tenancy agreement; and to recover the filing fee from the tenant for the cost of this application.

Through the course of the hearing the lawyer for the landlord assisted the landlord and the tenant to reach an agreement in settlement of each party's claims.

The parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The parties agreed that the landlord will return the tenants security deposit of \$500.00 on or before December 31, 2014.

- The parties agreed that the tenant will receive a Monetary Order for \$500.00 and will serve this upon the landlord on January 01, 2015 if the landlord has not returned the tenants security deposit. If the security deposit has been returned as agreed this Monetary Order will be considered null in void;
- The parties agreed to withdraw their respective claims ;
- The parties agreed that no further claims will be made against the other party in connection with this tenancy.

Conclusion

Both Parties have reached an agreement during the hearing and this agreement has been recorded by the Arbitrator pursuant to section 62 of the *Act*.

This agreement is in full, final and binding settlement of each party's respective applications.

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: December 16, 2014

Residential Tenancy Branch

