



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding KAZAWEST SERVICES INC.
and [tenant name suppressed to protect privacy]

DECISION AND RECORD OF SETTLEMENT

Dispute Codes

MNDC, MNSD, MNR, MND, FF

Introduction

This hearing was convened in response to an application by the landlord for a monetary order. Both parties attended the conference call hearing, agreed to the exchange of evidence and provided their testimony. During the course of the hearing, the parties discussed their dispute and reached agreement to settle this application as well as all matters respecting this tenancy, for all time, *in full satisfaction of the landlord's claims, and to the parties' mutual satisfaction*, and that I record the parties' settlement as per Section 63 of the Act, as follows.

1. The tenant and landlord agree that the landlord currently holds the tenant's security and pet damage deposits in the sum of \$1150.00, in trust, and
2. The tenant and landlord agree that the landlord may retain **\$1000.00** of the deposits as full and final satisfaction of all monetary claims and will return the remaining **\$150.00** to the tenant, forthwith, by Postal Money Order.

Conclusion

I Order that the landlord may retain **\$1000.00** of the tenant's security and pet damage deposits and must return the balance of \$150.00 to the tenant, as agreed.

So as to perfect this settlement agreement, **I grant** the tenant an Order under Section 67 of the Act for the balance of **\$150.00**. If necessary, this Order may be filed in the 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 28, 2015

Residential Tenancy Branch

