



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Columbia Property Management Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, MNDC, MND, FF

Introduction

This hearing was convened in response to an application by the Landlord and an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”).

The Landlord applied for:

1. A Monetary Order for compensation - Section 67;
2. A Monetary Order for damages to the unit - Section 67;
3. An Order to retain the security deposit - Section 38; and
4. An Order to recover the filing fee for this application - Section 72.

The Tenant applied for

1. A Monetary Order for compensation - Section 67;
2. An Order for the return of the security deposit - Section 38; and
3. An Order to recover the filing fee for this application - Section 72.

The Landlord and Tenant were each given full opportunity to be heard, to present evidence and to make submissions. During the Hearing the Parties reached an agreement to settle their claims.

Agreed Facts

The tenancy started on June 1, 2014 on a fixed term to May 31, 2105. The Tenant moved out on August 31, 2014. Rent of \$850.00 was payable monthly. At the outset of the tenancy the Landlord collected \$425.00 as a security deposit. The Parties mutually conducted a move-in and move-out inspection. In disagreement with the move-out report, the Tenant did not sign the move-out inspection.

Analysis

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act and the agreement reached between the Parties during the proceedings, I find that the Parties have settled their disputes and this records the settlement below as a decision.

The Parties mutually agree as follows:

- 1. The Landlord will return the security deposit of \$425.00 plus zero interest to the Tenant by having this amount available for the Tenant to pick up from the Landlord's office on or before May 8, 2015.**
- 2. These terms comprise the full and final settlement of all aspects of each dispute for both Parties.**

Conclusion

The claims of each Party have been settled by mutual agreement.

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: April 23, 2015

Residential Tenancy Branch

