



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: MNDC MNSD OLC FF O

For the landlord: MNR MNSD FF

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the *Residential Tenancy Act* (the “Act”).

The tenant applied for a monetary order for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for the return of all or part the pet damage deposit and security deposit, for an order directing the landlord to comply with the *Act*, regulation or tenancy agreement, to recover the cost of the filing fee, and “other” which states “request right to vacate without proper notice & penalty.”

The landlord applied for a monetary order for unpaid rent or utilities, to keep all or part of the security deposit and pet damage deposit, and to recover the filing fee.

The tenant and an agent for the landlord (the “agent”) attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the tenant surrenders her full security deposit of \$387.50 to the landlord in full.
2. The landlord agrees that the tenant does not owe December 2014 rent as full compensation in relation to a water leak in the rental unit.
3. The agent for the landlord, LF, agrees to email a letter of reference for the tenant and a copy of the outgoing condition inspection report to the tenant by July 30, 2015. The email address of the tenant was confirmed by the parties during the hearing.
4. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement and that this agreement represents full and final settlement of all matters related to this tenancy.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

By mutual agreement, the tenant surrenders her full security deposit of \$387.50 to the landlord in full as per #1 above.

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: July 3, 2015

Residential Tenancy Branch

