



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC MNR MNSD FF

Introduction

This hearing was convened as a result of the landlord's application for dispute resolution under the *Residential Tenancy Act* (the "Act"). The landlord applied for an order of possession based on a 1 Month Notice for Cause, for a monetary order for unpaid rent or utilities, to authorization to retain all or part of the tenant's security deposit, and to recover the cost of the filing fee.

The tenant and an agent for the landlord (the "agent") attended the teleconference hearing. The parties gave affirmed testimony and had the hearing process explained to them.

Preliminary and Procedural Matter

At the outset of the hearing, the agent requested to withdraw the landlord's request for an order of possession as the tenant had already vacated the rental unit. As a result, that portion of the landlord's application was not considered further.

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 landlord may retain \$265 from the tenant's \$425 security deposit to cover a \$45 NSF fee, overholding and due to the tenant not return the rental unit keys, plus a portion of the filing fee.

2. The landlord agrees to return **\$160** of the tenant's security deposit to the tenant by money order, to be post-marked by July 17, 2015. The tenant's new address was confirmed during the hearing and is included on the cover page of this decision for ease of reference.
3. The tenant is granted a monetary order pursuant to section 67 of the *Act*, which will be of no force or effect, if the landlord pays the tenant in accordance with #2 above and that payment is received by July 31, 2015.
4. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.
5. The parties agree that this settlement agreement represents a 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

I order the parties to comply with the terms of their mutually settled agreement above.

Based on the mutual agreement of the parties, I authorize the landlord to retain \$265 of the tenant's \$425 security deposit and to return the remaining \$160 to the tenant in accordance with #2 above.

The tenant is granted a monetary order pursuant to section 67 of the *Act*, which will be of no force or effect, if the landlord pays the tenant in accordance with #2 above. Should the tenant require enforcement of the monetary order, the monetary order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

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 13, 2015

Residential Tenancy Branch