



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order for the return of the security deposit - Section 38.

The Landlord and Tenant were each given full opportunity under oath to be heard, to present evidence and to make submissions. During the hearing the Parties reached an agreement to settle the dispute.

Preliminary Matters

The Landlord provided an evidence package to the Residential Tenancy Branch (the “RTB”) but did not provide a copy of the package to the Tenant. The Landlord states that he assumed the RTB would provide the Tenant with a copy.

Rule 3.15 of the RTB Rules of Procedure provides that a respondent must provide a copy of any evidence it wants to rely upon at the hearing to the applicant. As the Landlord did not provide any evidence to the Tenant, I find that the evidence package provided to the RTB may not be considered at this hearing.

Agreed Facts

The tenancy started on April 1, 2015 and ended on December 15, 2014. Rent of \$725.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$350.00 as a security deposit. The Parties mutually conducted a move-in inspection and report. No move-out inspection or report was done. The Tenant paid an extra half month rent to the Landlord for December 2015. The Landlord did not make an application to claim

against the security deposit. The Tenant left the unit unclean. The Landlord did not return the security deposit or make an application to claim the security deposit.

Settlement Agreement

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.

The Parties mutually agree as follows:

- 1. The Landlord and Tenant have no claims against each other and will not in the future make any claims against each other in relation to the tenancy, including claims in relation to the rent, security deposit and damages to the unit; and**
- 2. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above.

Conclusion

The Parties have settled the dispute.

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: August 17, 2015

Residential Tenancy Branch

