



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, MNDC, MND, FF

### Introduction

This hearing was convened as the result of the landlord's application for dispute resolution under the Residential Tenancy Act (the "Act") for authority to retain the tenant's security deposit, a monetary order for money owed or compensation for damage or loss and alleged damage to the rental unit, and for recovery of the filing fee paid for this application. It is noted that the landlord has previously returned the tenant's security deposit.

The landlord and tenant attended the hearing, introductory instructions and matters were discussed and the hearing began. Near the conclusion of the hearing, a mediated discussion resumed, the parties agreed to resolve their differences, and that I would record their settlement agreement.

### Settled Agreement

The landlord and tenant agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The parties agreed that the tenant would pay the landlord the amount of \$1036.00;
2. The tenant understands that the landlord will be issued a monetary order for the amount of \$1036.00, which will be null and void and of no force or effect if the tenant makes the agreed upon payment in a timely manner; and
3. The parties acknowledge their understanding that this settled agreement resolves the matters contained in the landlord's application, that this settled agreement is a full and final settlement of the issues in the landlord's application, and that no finding is made on the merits of the landlord's application for dispute resolution.

Conclusion

The landlord and the tenant have reached a settled agreement as recorded above.

This settlement agreement was reached in accordance with section 63 of the Residential Tenancy Act. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

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 8, 2015

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Residential Tenancy Branch

