



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

### Dispute Codes

CNR

### Introduction

This teleconference was scheduled to hear the Tenant's Application for Dispute Resolution seeking to cancel a Notice to End Tenancy for Unpaid Rent.

The Hearing was attended by both parties, who gave affirmed testimony. At the outset of the Hearing, it was determined that the Landlords had sold the rental unit and that the new owner had entered into a new tenancy agreement with the Tenant. The Tenant stated that he paid the new owner a security deposit.

The Landlord gave a new address for service during the Hearing. The Tenant's

During the course of the Hearing, the parties came to an agreement. I have recorded the terms of their settlement agreement, pursuant to the provisions of Section 63 of the Act, as follows:

1. The Tenant withdrew his Application. In satisfaction for all claims the Landlord and Tenant now have or may have arising from this tenancy, the parties agree that **the Landlord will return the security deposit and the pet damage deposit in the total amount of \$475.00, to the Tenant forthwith.**
2. In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

### Conclusion

In support of this settlement, I grant the Tenant a Monetary Order in the amount of **\$475.00**. This Order may be filed in Small Claims Court and enforced as an Order of that Court.

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 21, 2015

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Residential Tenancy Branch

