



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding EUROCAN IND. INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: MNDC MNSD FF
For the landlord: MND MNR MNSD MNDC 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 of the security deposit, and to recover the cost of the filing fee.

The landlord applied for a monetary order for unpaid rent or utilities, for damages to the unit, site or property, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for authorization to retain the tenant’s security deposit, and to recover the cost of the filing fee.

The tenant and the landlord attended the teleconference 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 to withdraw their respective applications in full and the tenant surrenders his full security deposit of **\$462.50** to the landlord as compensation for carpet cleaning, liquidated damages, drape cleaning, and suite cleaning.
2. The parties agree that this mutually settled 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 conditions of their mutually settled agreement described 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: October 23, 2015

Residential Tenancy Branch

