



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding ADVANCED PROPERTY MANAGEMENT INC.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND 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 a monetary order for damage to the unit, site or property, for unpaid rent or utilities, to retain all or part of the tenant's security deposit and pet damage deposit, and to recover the cost of the filing fee.

The tenant and two agents for the landlord (the "agents") attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed receiving the evidence package from the other party and that they had the opportunity to review the evidence prior to the hearing.

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 tenant owes the landlord **\$1,335.44** for loss of rent for May 1-13, 2015, two late fees, and for carpet and suite cleaning.
2. The parties agree that the tenant surrenders her full security deposit and pet damage deposit which together total \$1,250 towards the amount owing in #1 above, leaving a balance owing by the tenant to the landlords of **\$85.44**.

3. The tenant agrees to pay the landlord by cheque the amount of \$85.44 by **December 18, 2015.**
4. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$85.44 which will have no force or effect if the tenant pays the landlord in accordance with #3 above, and the landlord successfully deposits the cheque from the tenant.
5. The landlord withdraws their application in full and waives their filing fee as part of this mutually settled agreement.
6. Both 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 settled agreement.

The landlord is granted a monetary order in the amount of \$85.44 which will be of no force or effect if the amount owing has been paid as described above. If the tenant does not pay the amount as described above, this order must be served on the tenant by the landlord and the landlord may file the order in the Provincial Court (Small Claims) to be 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: December 11, 2015

Residential Tenancy Branch

