

# **Dispute Resolution Services**

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Residential Tenancy Branch
Office of Housing and Construction Standards

### **DECISION**

<u>Dispute Codes</u> MNDC MNSD

## <u>Introduction</u>

This hearing was convened as a result of the tenant's application 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, and for double the return of her security deposit.

The tenant and the landlord 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.

#### Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy on the following conditions:

- 1. The tenant agrees to surrender her full security deposit of \$850.00 towards April 15 to 30, 2015 rent owed to the landlord.
- 2. The landlord releases the tenant from the fixed term tenancy as new tenants were found as of May 1, 2015.
- 3. 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 terms of their mutually settled agreement above.

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Based on the mutual agreement of the parties, the landlord is authorized to retain the tenants full security deposit of \$850.00 as indicated 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: January 11, 2016

Residential Tenancy Branch