



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding E Y Properties Ltd.  
and [tenant name suppressed to protect privacy]

Codes: CNC, ERP

## Introduction:

The made an application to cancel a Notice to Tenancy for Cause and for an Order to compel the landlord to make repairs. Both parties attended the conference call hearing.

## Facts:

A tenancy began on August 21, 2014 with rent in the amount of \$ 870.00 due in advance on the first day of each month. The tenant paid a security deposit and pet deposit totalling \$750.00 between August 21, 2014 and November 30, 2014. The tenant moved out on December 23, 2015 after the landlord obtained an Order for Possession for Non-Payment of rent on December 17, 2015. The landlord claimed that the arrears of rent inclusive of a NSF charge were \$ 895.00.

## Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

- a. 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 be permitted to retain the entire security and pet deposit amounting to \$ 750.00, and
- b. 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:

As a result of the settlement I ordered that the landlord retain the entire security and pet deposit amounting to \$ 750.00. There shall be no order as to reimbursement of the filing fee. I have dismissed all the claims made by the tenant without leave to reapply. The tenant does not have a forwarding address and will pick up a copy of this decision at the office of the landlord.

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: January 19, 2016

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Residential Tenancy Branch