



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding NPR LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNR MNSD MNDC 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 for a monetary order for unpaid rent or utilities, for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for authorization 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 an agent for the landlord (the "agent") attended the teleconference hearing. The parties gave affirmed testimony and had the hearing process explained to them.

Neither party raised any concerns regarding the service of documentary evidence.

### Settlement Agreement

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

1. The parties that the tenant surrenders \$525.00 of her \$850.00 combined security deposit and pet damage deposit leaving a balance owing by the landlord to the tenant in the amount of **\$325.00** to be paid by the landlord to the tenant **on or before November 3, 2016**.
2. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$325.00**, which will be of no force or effect, if the landlord pays the tenant in accordance with #1 above.
3. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.

4. 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.

Based on the mutual agreement of the parties, I authorize the landlord to retain \$525.00 of the tenants' combined security deposit and pet damage deposit of \$850.00 in accordance with #1 above.

The landlord agrees to pay the tenant the balance owing to the tenant in the amount of \$325.00 on or before November 3, 2016. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$325.00, which will be of no force or effect, if the landlord pays the tenant in accordance with #1 above. Should the tenant require enforcement of the monetary order, the monetary order must be first served on the landlord and may be filed in the Provincial Court (Small Claims) and 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: October 21, 2016

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Residential Tenancy Branch

