



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding MAXIMUM INCOME PROPERTY MANAGEMENT CORP  
and [tenant name suppressed to protect privacy]

## **DECISION AND RECORD OF SETTLEMENT**

### **Dispute Codes:**

MNSD, MNR, FF

### **Introduction**

This hearing was convened in response to an application by the landlord for a Monetary Order under the *Residential Tenancy Act* (the Act) and to retain the security deposit.

Both parties attended the conference call hearing and agreed to the exchange of evidence. During the course of the hearing, the parties discussed their dispute and reached agreement to settle this matter for all time, *in full satisfaction of the landlord's claims, and to the parties' mutual satisfaction*, and that I record the parties' settlement as per Section 63 of the Act, as follows.

1. The tenant and landlord agree that the landlord currently holds the security deposit and pet damage deposit in the sum of \$1400.00 in trust. And, the tenant and landlord agree that the landlord **may permanently retain one half of the tenant's deposits in the amount of \$700.00** in full and final satisfaction of all monetary claims related to this tenancy, and return the balance to the tenant.

So as to perfect this agreement,

**I Order** that the landlord may retain \$700.00 of the tenant's deposits, and **I grant** the tenant a Monetary Order under Section 67 of the Act for the remaining balance of **\$700.00**. If necessary, this Order may be filed in the Small Claims Court and enforced as an Order of that Court.

If the landlord returns to the tenant \$700.00 as agreed, the Monetary Order becomes null and of no effect.

These particulars comprise the **full and final settlement** of all aspects of this dispute for both parties. Both parties testified they understood and agreed to the above terms; and, that the above terms settle all aspects of the dispute and are **final and binding**.

*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: April 24, 2017

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Residential Tenancy Branch