



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 MNSD MNDC FF

Introduction

This hearing was convened as a result of the landlord's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "Act"). The landlord applied for a monetary order for money owed or compensation for damage or loss under the Act, regulation or tenancy agreement, to retain all or a part of the tenant's security 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 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 tenant agrees to the landlord's reduced liquidated damages claim of \$254.11 plus the \$100.00 filing fee to be offset from the tenant's \$342.50 security deposit leaving a balance owing by the tenant to the landlord in the amount of **\$11.61**.
2. The tenant agrees to mail a cheque to the landlord to be postmarked by **September 5, 2017** in the amount of \$11.61.
3. The landlord is granted a monetary order pursuant to section 67 of the Act in the amount of **\$11.61, which will be of no force or effect**, if the tenant pays the landlord in accordance with #2 above and the landlord successfully deposits the full amount owing of \$11.61.

4. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.
5. The landlord agrees to withdraw their application in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

Conclusion

I order the parties to comply with the terms of their mutually settled agreement above.

The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$11.61, which will be of no force or effect, if the tenant pays the landlord in accordance with #2 above. Should the landlord require enforcement of the monetary order, the monetary order must be served on the tenant 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: August 29, 2017

Residential Tenancy Branch