



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes OPC, CNC, MNSD, FF

Introduction

A hearing was convened based on cross-applications under the *Residential Tenancy Act* (“the Act”). The tenant applied for an order cancelling a 1 Month Notice to End Tenancy for Cause dated May 30, 2017, and for return of the security deposit. The landlord applied for an order of possession, authorization to retain the security deposit, and recovery of the application filing fee.

The landlord attended the hearing and was represented by his son and his daughter-in-law. The tenant attended the hearing with her son available as a witness. The hearing process was explained and the participants were asked if they had any questions. Both parties provided affirmed testimony and had the opportunity to present their evidence orally and in written and documentary form, to make submissions, and to respond to the other party.

At the outset of the hearing the parties advised that the tenancy had ended and that the only issue was that of the security deposit.

Also at the outset of the hearing I advised the parties of their option to have me assist in mediating an agreement with respect to this tenancy. I further advised that any agreement would be documented in my decision pursuant to section 63 of the Act. It was made clear to the parties that there was no obligation to resolve the dispute through settlement.

Settlement

Over the course of the hearing, the parties reached an agreement to settle this matter on the terms set out below.

1. The tenant withdraws her application dated June 5, 2017.
2. The landlord withdraws his application dated July 11, 2017.

3. The landlord will return one half of the security deposit (\$262.50) to the tenant by making a cheque available for her to pick up, beginning at noon on August 9, 2017.
4. Neither party will make any further claim against the other with respect to this tenancy. This agreement is in full and final settlement of all matters arising with respect to this tenancy, including, but not limited to, the matters raised in the parties' applications.

In support of this settlement and with the consent of the parties I issue a monetary order against the landlord in the amount of **\$262.50**.

If the landlord does not comply with the terms of this settlement agreement, the landlord may be served with the order and the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

This matter has been settled.

The parties are bound by the terms of the agreement set out above and by the Act.

Should either party violate the terms of this agreement or the Act, it is open to the other party to apply for monetary compensation or other orders under the Act.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under s. 9.1(1) of the Act.

Dated: August 08, 2017

Residential Tenancy Branch