



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes: MNSD, MNDC, FF

### Introduction:

This hearing was convened in response to an Application for Dispute Resolution in which the Tenant applied for a monetary Order for money owed or compensation for damage or loss, for the return of the security deposit, and to recover the fee for filing this Application for Dispute Resolution.

The Tenant stated that on July 07, 2017 the Application for Dispute Resolution, the Notice of Hearing, and the evidence submitted with the Application were sent to the Respondent, via registered mail. The Landlord acknowledged receipt of this evidence, with the exception of a letter dated June 08, 2017. The evidence the Landlord acknowledged receiving was accepted as evidence for these proceedings.

The Landlord indicated a desire into a settlement agreement before I could address service of the letter dated June 08, 2017. I therefore did not need to determine whether it was appropriate to adjourn the hearing to facilitate re-service of this document.

On September 15, 2017 the Tenant submitted 1 page of evidence to the Residential Tenancy Branch. The Tenant stated that this evidence was not served to the Landlord. As it was not served to the Landlord it was not accepted as evidence for these proceedings.

### Issue(s) to be Decided:

Is the Applicant entitled to a rent refund and the return of his security deposit?

Background and Evidence:

Prior to the discussion of any details regarding this tenancy the Landlord and the Tenant mutually agreed to settle this dispute under the following terms:

the Landlord will pay \$1,050.00 to the Tenant; and  
the Tenant will receive a Monetary Order in the amount of \$1,050.00.

This settlement agreement was summarized for the parties on at least two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms.

The Landlord and the Tenants both acknowledged that they understand they were not required to enter into this agreement and that they understand the agreement is final and binding.

Analysis:

The issues in dispute at these proceedings have been concluded in accordance with the aforementioned settlement agreement.

Conclusion

On the basis of the settlement I grant the Tenant a monetary Order in the amount of \$1,050.00. In the event the Landlord does not voluntarily comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia Small Claims Court, and enforced as an Order of the Court.

This agreement is recorded on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 19, 2017

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Residential Tenancy Branch