



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding SINCERE REAL ESTATE SERVICES
LTD. and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes

For the tenant: MNSD FFT
For the landlord: MNDCL-S FFL

Introduction

This hearing was convened as a result of an Application for Dispute Resolution (“application”) by both parties seeking remedy under the *Residential Tenancy Act* (“Act”). The tenant applied for a monetary order for the return of their security deposit and pet damage deposit, and to recover the cost of the filing fee. The landlord applied for a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement, 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 SW (“agent”) attended the teleconference hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

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

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties also confirmed their understanding that the decision would be emailed to both parties and that any applicable orders would be emailed to the appropriate party.

Settlement Agreement

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

1. The parties agree that the landlord will return the tenant's combined deposits balance of **\$3,290.75** by **February 26, 2019 by 5:00 p.m.**
2. The parties agree the tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$3,290.75, which will be of no force or effect if** the amount has been paid in accordance with #1 above and the tenant successfully receives the total amount from the landlord. If the landlord does comply with #1 above, the tenant agrees not to serve and enforce the monetary order.
3. The parties agree to withdraw their respective applications in full and waive their respective filing fees as part of this mutually settled agreement. The tenant also agrees to waive their right to double the return of the combined deposits under the *Act* 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*. The parties agreed that this mutually settled agreement was made on a voluntary basis and that the parties understood the nature of this full, final and binding settlement of all matters related to this tenancy.

Conclusion

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

The tenant has been granted a monetary order in the amount of \$3,290.75, which will be of no force or effect if that amount has been paid in accordance with #1 above and the tenant successfully receives the full amount owing by the landlord. Should the tenant require enforcement of the monetary order, the order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties agreed that this mutually settled agreement was made on a voluntary basis and that the parties understood the nature of this full, final and binding settlement of all matters related to this tenancy.

This decision will be emailed to the parties as indicated above.

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: February 13, 2019

Residential Tenancy Branch