



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Jameh Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNDC, FF

Introduction

This hearing was convened in response to an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. A Monetary Order for compensation - Section 67; and
2. An Order to recover the filing fee for this application - Section 72.

Both Parties attended the conference call hearing. During the Hearing the Parties reached an agreement to settle the dispute. After settling the dispute, the Tenant provided an address to the Landlord for the payment of monies to the Tenant as set out below. 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. The Tenant does not wish to be provided with a monetary order.

The Tenant confirms that the Tenant’s email address set out in the Landlord’s application is correct.

Agreed Facts

The tenancy under written agreement began on July 1, 2017 for a fixed term to end June 30, 2018. At the end of the fixed term the tenancy continued on a month to month basis and ended on February 28, 2019. Rent of \$6,150.00 was payable on the first day of each month. At the outset of the tenancy, the Landlord collected a security deposit of

\$3,075.00. The Tenant provided its forwarding address to the Landlord after which the Landlord deducted \$1,200.00 from the security deposit and returned \$1,875.00 to the Tenant. The Tenant did not provide any written authorization for the Landlord to retain the security deposit and the Landlord did not obtain an order from the Residential Tenancy Branch (the "RTB") allowing the Landlord to retain any amount from the security deposit.

Settlement Agreement

The Parties mutually agree as follows:

- 1. The Landlord will pay the Tenant \$1,200.00 no later than September 30, 2019;**
- 2. The Landlord withdraws its claim for \$1,200.00 and recovery of the filing fee;**
- 3. The Landlord and Tenant have no claims against each other and will not in the future make any claims against each other in relation to the tenancy; and**
- 4. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

Section 63 of the Act provides that if the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order. Given the mutual agreement reached during the Hearing, I find that the Parties have settled their dispute as recorded above. The Landlord is ordered to pay the Tenant \$1,200.00 as agreed and set out above.

Conclusion

The Parties have settled the dispute.

This decision is made on authority delegated to me by the Director of the RTB under Section 9.1(1) of the Act.

Dated: September 12, 2019