



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CAPREIT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing convened to deal with the tenant's application for dispute resolution (application) seeking remedy under the Residential Tenancy Act (Act). The tenant applied for a return of their security deposit and to recover the cost of the filing fee.

The tenant was the only party present at the start of the hearing. The tenant supplied proof of service of her Application for Dispute Resolution, evidence, and Notice of Hearing (application package). During this time, the tenant also mentioned that the respondents listed on her application were agents working for the landlord, which is a company name, as shown on the written tenancy agreement filed in evidence.

At this time, an agent for the landlord called into the hearing. The agent said that they agreed to pay what the tenant requested. The tenant confirmed that the amount was \$387.50. The agent also said they agreed to the \$100 filing fee.

The tenant confirmed her mailing address at the hearing.

As a preliminary matter, I find it appropriate to amend the tenant's application and remove the listed respondents and replace their names with the actual landlord. That change is reflected on the cover page of this Decision.

Settlement and Conclusion

During the hearing the parties reached a settlement. Pursuant to section 63 of the Act, I record their agreement in this Decision and resulting order. As the parties resolved matters by agreement, I make no findings of fact or law with respect to the tenant's claim.

The terms of the settlement are as follows.

1. The landlord agrees to pay the tenant the amount of \$487.50.
2. The tenant is issued a monetary order in the amount of \$487.50, which will be of no force or effect, upon receipt of the agreed upon amount from the landlord.

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

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement, or the Act, it is open to the other party to take steps under the Act to seek remedy.

This decision containing the recorded settlement 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*. Pursuant to section 77 of the Act, a decision or an order is final and binding, except as otherwise provided in the Act.

Dated: January 17, 2023

Residential Tenancy Branch