



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

and

Record of Settlement

Dispute Codes:

MNSD, MNR, MNDC, FF

Introduction

This hearing was convened in response to cross-applications by the parties for dispute resolution pursuant to the *Residential Tenancy Act* (the Act).

The landlord filed on January 15, 2013 for Orders as follows:

1. A monetary Order for damage / loss – Section 67
2. A monetary Order for Unpaid rent – section 67
3. An Order to retain the security deposit - Section 38

The tenant filed on March 13, 2013 for Orders as follows;

1. A monetary Order for damage and loss – Section 67

Both parties applied to recover their respective filing fees.

Both parties attended the hearing and were given opportunity to settle their disputes, provide relevant sworn testimony, present relevant evidence, and make relevant submissions. The parties each acknowledged receiving all the evidence of the other. The parties were apprised that only relevant evidence will be considered in the Decision.

Issue(s) to be Decided

Is the landlord entitled to the monetary amounts claimed?
Is the tenant entitled to the monetary amounts claimed?

Each party bears the burden of proving their respective claims.

Background and Evidence

The undisputed evidence in this matter is as follows. The tenancy began July 15, 2010 as a written tenancy agreement. At the outset of the tenancy the landlord collected a security deposit in the amount of \$675.00 which the landlord retains in trust.

During the course of the hearing the parties discussed their respective disputes, turned their minds to compromise, and agreed to settle all issues of both parties in dispute to the full satisfaction of both parties, and to the full satisfaction of both their respective applications, for all time; and, confirmed that I record their settlement as per Section 63 of the Residential Tenancy Act, as follows:

1. Both parties agree the landlord will return to the tenant their original security deposit in the full amount of **\$675.00**, forthwith.
2. The landlord will provide the tenant with the agreed amount in *assured form* (certified cheque, money order or bank draft) **within 7 days** of receiving this Decision.

Conclusion

The parties mutually settled their disputes. As a result, I decline to grant either party their respective filing fees.

As per the parties' settlement agreement, I Order the landlord return the security deposit in full. **I grant** the tenant a Monetary Order under Section 67 of the Act for the amount of **\$675.00**. If necessary, this Order may be filed in the Small Claims Court of British Columbia and enforced as an Order of that Court.

This Decision and Settlement is final and binding on both parties.

This decision 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: March 21, 2013

Residential Tenancy Branch