Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 2280 Estevan Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes   MND, MNR, MNSD, MNDC, FF

Introduction:

The landlord made a monetary claim for unpaid rent, utilities, cleaning and repair expenses to the unit and the tenants have applied for a monetary order for recovery of double the security and pet deposit as well as compensation for reduction of rent and damages caused by mould in the unit during the tenancy.

Facts:

Both parties attended a conference call hearing. A tenancy began on September 1, 2011 with rent in the amount of $ 1,450.00 due in advance on the first day of each month.   The tenant paid a security deposit and pet deposit totalling $1,450.00 on September 1, 2011. The tenant moved out on February16, 2013.

Settlement:

The parties settled this matter and they have asked that I record the agreement pursuant to section 63(2) as follows:

      a.   In satisfaction for all claims the landlord and tenant now have or may have arising from this tenancy the parties agree that the landlord shall return to the tenant all the security and pet deposit which together with interest total $ 1,450.00, and

b.   In consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

Conclusion:

As a result of the settlement I granted the tenant a monetary Order in the amount of $ 1,450.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. I have dismissed all other claims made by the landlord and tenant in files 248652, 248734 and 24883. There shall be no order as to reimbursement of the filing fee to any party.

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: June 10, 2013

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Residential Tenancy Branch