



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Baywest Mangement Corp.
and [tenant name suppressed to protect privacy]

DECISION

Codes: MN, SD

Introduction:

The tenant made a monetary claim for recovery the security deposit. Both parties attended the conference call hearing.

Facts:

A tenancy began on August 1, 2012 with rent in the amount of \$ 945.00 due in advance on the first day of each month. The tenant paid a security deposit totalling \$ 450.00 on July 5, 2012. The tenant moved out on July 15, 2015 and the landlord deducted \$ 390.00 pursuant to a condition inspection report. The tenant alleged she did not speak English and did not understand the document she signed.

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 on a without prejudice basis, without admitting fault, return to the tenant an additional \$ 250.00 from her security deposit, and
- c. 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 \$ 250.00. This order may be filed in the Small Claims Court and enforced as an order of that Court. There shall be no order as to reimbursement of the filing fee as it was not part of the settlement. I have dismissed all other claims made by the tenant without leave to reapply.

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: January 18, 2016

Residential Tenancy Branch