



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding M.A. TOHIDI HOLDING LTD.
and [tenant name suppressed to protect privacy]

AGREEMENT REACHED BETWEEN BOTH PARTIES

Dispute Codes

For the tenant – MNSD, FF

For the landlord – MND, MNSD, FF

Introduction

This matter dealt with an application by both parties. The tenant applied for a Monetary Order for the return of the security deposit and to recover the filing fee from the landlord for the cost of this proceeding. The landlord applied for a Monetary Order for damage to the unit, site or property; for an Order to be permitted to keep all or part of the security deposit; and to recover the filing fee from the tenant for the cost of this proceeding.

Through the course of the hearing the parties came to an agreement in settlement of their respective applications.

The Parties did not require me to make a decision in this matter but required me to record the agreement they mutually reached.

This agreement is as follows:

- The parties agreed the landlord will return \$1,400.00 of the security deposit to the tenant and retain the balance of that security deposit;
- The landlord agreed to pay \$233.33 over the following six months. The first payment will be made by money order on August 31, 2016 to the tenant at her place of work between the hours of 12.00 noon and 7.00 p.m. The following five payments will be made to the tenant by postdated cheques in the landlord's wife's name. These cheques will be provided to the tenant on or before October 01, 2016 to the tenant at her place of work;

- The landlord agreed to ensure funds are available to honour each of the five cheques;
- The tenant agreed that if the landlord asks the tenant to return any of his wife's uncashed postdated cheques the tenant will do so upon receipt of postdated cheques from the landlord's account;
- Both parties agreed to withdraw their applications;
- Both parties agreed that no further claims will be made against the other party if this agreement is upheld;
- Both parties agreed to use the service addresses provided at this hearing today if the need for communication or service of documents is required;
- Both parties agreed to communicate by telephone regarding the postdated cheques.

Conclusion

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

As this matter was settled, I have not awarded either party the recovery of their filing fees.

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: August 30, 2016

Residential Tenancy Branch