



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding WILLOW PLACE APARTMENTS  
and [tenant name suppressed to protect privacy]

## **DECISION AND RECORD OF SETTLEMENT**

### **Dispute Codes**

RPP

### **Introduction**

This hearing was convened in response to an application by the tenant seeking Orders under the *Residential Tenancy Act* (the Act). The tenant and the landlord's representatives attended the conference call hearing and provided testimony. The tenant clarified their claim. The parties agreed to the exchange of a limited amount of evidence: 1 page from the tenant. None the less, both parties were given opportunity to present relevant evidence in testimony and to fully participate in the conference call hearing. Prior to concluding the hearing both parties acknowledged they had presented all of the relevant evidence that they wished to present.

The *style of cause* for this matter has been amended to reflect the parties' accurate particulars.

### **Background and Evidence**

The parties agreed at the start of the tenancy the landlord holds a security deposit of \$380.00 in trust.

**Section 63** of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the parties during the hearing led to the following agreement. Specifically, as follows;

1. Both parties agreed the landlord will return to the tenant their 55" Toshiba flat-screen television, forthwith.
2. Both parties agreed the landlord will return to the tenant their security deposit in the amount of \$380.00, forthwith.
3. Both parties agree that in consideration for this mutual settlement the landlord will not make an application for dispute resolution seeking unpaid rent.

So as to perfect this agreement,

**I Order** that the landlord return to the tenant their 55" Toshiba flat-screen television.

and

**I grant** the tenant a **Monetary Order** under Section 67 of the Act in the agreed amount of **\$380.00** representing the tenant's security deposit. The tenant is being given this Order. If the landlord does not pay the tenant the agreed amount the tenant may serve the Order on the landlord. **I Order** that *if the landlord satisfies the agreed amount this Order becomes null and of no effect*. If necessary, the Order may be filed in Small Claims Court and enforced as an Order of that court.

These particulars comprise the **full and final settlement** of all aspects of this dispute for both parties. Both parties testified they understood and agreed to the above terms. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of all matters.

### **Conclusion**

The parties settled all aspects of their dispute in the above terms.

**This Decision and Settlement are final and binding.**

*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: May 31, 2017

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Residential Tenancy Branch