



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Ministry of Housing and Social Development

## **DECISION**

### **Dispute Codes:**

*MNDC, MNSD, FF.*

### **Introduction.**

This hearing dealt with an application by the tenant, pursuant to the *Residential Tenancy Act*. The tenant applied for the return of double her security deposit, for miscellaneous damages and for the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

### **Issues to be decided**

Is the tenant entitled to a monetary order for the return of double the security deposit, damages and the filing fee?

### **Background and Evidence**

The tenancy started on January 01, 2006 and prior to moving in the tenant paid a security deposit of \$575.00. The tenant moved out on March 13, 2010 without giving the landlord the combination of the lock on the front door. The landlord obtained possession of the rental unit by breaking into the unit on March 21, 2010. The tenant provided the landlord with a forwarding address at the end of March.

In a prior hearing held in January 2010, both parties agreed that the tenant had not paid a security deposit. Later the tenant found that she had and obtained a copy of the cashed cheque. The tenant's claim was discussed at length. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

### **Analysis**

Pursuant to Section 63 of the *Residential Tenancy Act*, the dispute resolution officer may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The landlord agreed to pay \$350.00 to the tenant in satisfaction of her claim.
2. The tenant agreed to accept \$350.00 in full and final satisfaction of her monetary claim.
3. Both parties agreed that all their claims would be settled, upon payment of \$350.00 by the landlord to the tenant

The parties agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

### **Conclusion**

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$350.00**. This order may be filed in the Small Claims Court and enforced as an order of that Court.

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: October 13, 2010.

---

Dispute Resolution Officer