



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding CRESSEY DEVELOPMENT CORP RPP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, MNR, FF*

Introduction

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of double the security deposit and for the recovery of 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 the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy started on March 01, 2011 for a fixed term of one year. Prior to moving in, the tenant paid a security deposit of \$675.00. On December 02, 2012, the tenant gave notice to end the tenancy effective December 31, 2012. During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

The tenant agreed to allow the landlord to retain the security deposit and also agreed to pay an additional amount of \$675.00. The tenant requested an extension of time to pay this additional amount and the landlord agreed to allow the tenant to pay in the first week of June 2013.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator 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 tenant agreed to allow the landlord to keep the security deposit of \$675.00 in partial satisfaction of the total amount that the tenant has agreed to pay the landlord.
2. The tenant agreed to pay the landlord \$675.00 in addition to the deposit in full and final satisfaction of all claims against the landlord.
3. The landlord agreed to accept the deposit of \$675.00 plus the additional amount of \$675.00 in full and final settlement of all claims against the tenant. The landlord agreed to allow the tenant to make payment in June 2013.
4. Both parties stated that they understood and 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.

I order that the landlord retain the security deposit of \$675.00 in partial satisfaction of the claim and I grant the landlord an order under section 67 of the *Residential Tenancy Act* for the balance due of \$675.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

Pursuant to the above agreement, I grant the landlord a monetary order in the amount of **\$675.00**.

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: April 23, 2013

Residential Tenancy Branch

