



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Cedar Street Holdings Ltd.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes For the landlord: MNSD, FF
For the tenant: MNSD

Introduction

This hearing was convened as a result of the cross applications of the parties for dispute resolution under the Residential Tenancy Act (the "Act").

The landlord applied for authority to retain the tenant's security deposit and for recovery of the filing fee.

The tenants applied for a return of their security deposit, doubled.

The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties were provided the opportunity to present their evidence orally, refer to documentary evidence submitted prior to the hearing, and make submissions to me.

Thereafter a mediated discussion ensued and the parties agreed to resolve their differences.

Preliminary issue-Although the tenant's application for dispute resolution listed two tenants, as noted above, the tenancy agreement listed only the attending tenant and the landlord's application for dispute resolution listed only the attending tenant. I therefore have listed solely the attending tenant for any orders issued in this matter.

Issue(s) to be Decided

Is either party entitled to monetary compensation?

Can the parties reach a mutual agreement to resolve this dispute?

Settled Agreement

The tenant and the landlord agreed that they could resolve their differences and reach a mutual settlement under the following terms and conditions:

1. The landlord agrees to return the tenant's security deposit of \$650 to him as well as to reimburse the tenant his filing fee of \$50;
2. The landlord understands that the tenant will be issued a monetary order for the amount of \$700 in the event the landlord does not return the tenant's security deposit and to pay the filing fee; and
3. The parties acknowledge their understanding that this settled Decision resolves the matters contained in the tenant's application and the landlord's application and that no finding is made on the merits of either application for dispute resolution.

Conclusion

The tenant and the landlord have reached a settled agreement.

Based upon the settled agreement as outlined above, I provide the tenant with a monetary order for \$700.

The final, legally binding monetary order in the amount of \$700 is enclosed with the tenant's Decision.

Should the landlord fail to pay the tenant this amount without delay, the order may be filed in the Provincial Court of British Columbia (Small Claims) for enforcement.

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

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* and is being mailed to both the applicant/tenant and the applicant/landlord.

Dated: August 01, 2013

Residential Tenancy Branch

