



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD and FF

### Introduction

This hearing was convened on the tenant's application of May 24, 2013 seeking a Monetary Order for return in double of his security deposit retained without consent or without the landlord having made application for dispute resolution to claim against it.

As a matter of note, the second party named on the application, "B.B.M." is the landlord's agent and all parties concurred that he has no personal liability in the matter in dispute. Therefore, the parties agreed that his name be struck from the style of cause.

Section 63 of the *Act* makes provision for the parties to a dispute to attempt to negotiate a settlement agreement, and for the arbitrator to entrench such an agreement in a written decision or order.

In the present matter, the parties chose to settle this matter under the following terms:

### Settlement Agreement

1. The tenant agrees to accept return of his bare security of \$725 plus \$25, one-half of the filing fee for this proceeding, and waives his right under section 38(6) of the *Act* to request a doubling of the amount;
2. The landlord gives his solemn promise to cancel a hearing scheduled for December 3, 2013 on his application for a monetary award against the tenant for damage to the rental unit;

3. The parties understand and agree that implementation of this agreement constitutes full and final settlement of all matters pertaining to the tenancy and that neither may bring a further action against the other with respect to the matters in dispute;
4. The parties agree that the tenant will be provided with a Monetary Order to perfect this agreement.

This agreement is as binding as it would be if rendered in an arbitrary decision.

### Conclusion

The tenant's copy of this decision is accompanied by a Monetary Order, enforceable through the Provincial Court of British Columbia for \$750 for service on the landlord if payment is unreasonably delayed.

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 28, 2013

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Residential Tenancy Branch

