



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes

For the tenant: MNSD
For the landlord: MNR FF

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 tenant applied for the return of double his security deposit under the *Act*. The landlords applied for a monetary order for unpaid rent or utilities, and to recover the filing fee.

The tenant, an advocate for the tenant, the landlord, and the home owner attended the hearing. The hearing process was explained to the parties and an opportunity was given to ask questions about the hearing process. Thereafter the parties gave affirmed testimony, were provided the opportunity to present their relevant evidence orally and in documentary form prior to the hearing, and make submissions to me.

The parties confirmed that they were served with the evidence package from the other party and had the opportunity to review the evidence prior to the hearing. I find the parties were served in accordance with the *Act*.

Settlement Agreement

During the hearing, the parties agreed to settle their matters related to this tenancy, on the following conditions:

1. The tenant agrees that he owes the landlord \$800.00 for November 2013 rent due to providing insufficient notice to end the tenancy under the *Act* to the landlord.
2. The landlord agrees that she owes the tenant \$800.00 comprised of double the tenant's original \$400.00 security deposit, as the landlord failed to return the

tenant's \$400.00 security deposit or claim towards it within 15 days of the date the tenant's written forwarding address was provided to the landlord on November 1, 2013.

3. The parties agree to offset the amounts owing to each other in #1 and #2 above.
4. The tenant agrees to pay the landlord **\$50.00** for the recovery of the landlord's filing fee by cheque, on or before **February 20, 2014**.
5. The landlord is granted a monetary order pursuant to section 67 of the *Act* in the amount of **\$50.00**, pursuant to #4 above, which will be of no force or effect if the amount owing has been paid in accordance with #4 above, and the cheque from the tenant is successfully cashed by the landlord.
6. The parties agree to withdraw their respective applications in full as part of this mutually settled agreement.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

Conclusion

I order the parties to comply with the conditions of their mutually settled agreement described above.

The landlord has been granted a monetary order in the amount of \$50.00 which will be of no force or effect if the amount owing has been paid in accordance with #4 above, and the cheque from the tenant has been successfully cashed by the landlord.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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: February 13, 2014

Residential Tenancy Branch