



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes DRI, CNR, MNR, MNDC, MNSD, OLC, ERP, RP, OPT, AAT, LAT

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- cancellation of the landlord's 10 Day Notice to End Tenancy for Unpaid Rent (the 10 Day Notice) pursuant to section 46;
- a monetary order for compensation for damage or loss under the *Act*, regulation or tenancy agreement pursuant to section 67;
- authorization to obtain a return of her security deposit pursuant to section 38;
- authorization to change the locks to the rental unit pursuant to section 70;
- an order requiring the landlord to comply with the *Act*, regulation or tenancy agreement pursuant to section 62;
- an order to the landlord to make repairs and emergency repairs to the rental unit pursuant to section 33;
- a monetary order for the cost of emergency repairs to the rental unit pursuant to section 33;
- an order to suspend or set conditions on the landlord's right to enter the rental unit pursuant to section 70;
- an order regarding a disputed additional rent increase pursuant to section 43;
- an Order of Possession of the rental unit pursuant to section 54; and
- an order to allow access to or from the rental unit or site for the tenant or the tenant's guests pursuant to section 70.

Both parties attended the hearing and were given a full opportunity to be heard, to present their sworn testimony, to make submissions, to call witnesses and to discuss matters arising out of this tenancy with one another. The tenant confirmed that the landlord handed her a 10 Day Notice on November 4, 2013. The landlord confirmed that she received a copy of the tenant's dispute resolution hearing package through the mail. The tenant maintained that she handed this package to the landlord on November 8, 2013. I am satisfied that both parties served the above documents and the landlord served her written evidence to the tenant in accordance with the *Act*.

At the commencement of this hearing, the parties confirmed that this tenancy ended on November 24, 2013, when the tenant vacated the basement rental unit she had been residing in since the early 1990s. The tenant withdrew all of her non-monetary claims, and reduced the amount of her requested monetary award from \$25,000.00 to a request to obtain the amount owed to her for the return of her security deposit at the end of this tenancy. She testified that a \$262.50 security deposit was paid when this tenancy began on or about May 29, 1992. The landlord testified that no security deposit was paid when this tenancy began in the fall of 1990.

Issues(s) to be Decided

Is the tenant entitled to a monetary award equivalent to double the value of her security deposit, plus applicable interest, as a result of the landlord's failure to comply with the provisions of section 38 of the *Act*?

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. During the hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to resolve all issues arising out of the tenant's application and this tenancy under the following final and binding terms of settlement:

1. The landlord agreed to pay the tenant \$800.00 by April 2, 2014.
2. The tenant agreed that the landlord's payment of \$800.00 constituted a final and binding resolution of her application for a monetary award.
3. The tenant agreed to withdraw all non-monetary portions of her application for dispute resolution.
4. Both parties agreed that the terms of this settlement agreement as outlined above constituted a final and binding resolution of all issues under dispute in this tenancy and furthermore agreed that they would not initiate any new action of any kind with respect to this tenancy.

Conclusion

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$800.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord does not abide by the terms of the above settlement. The tenant is provided with these Orders in the above terms and the landlord must be served with a copy of these Orders as soon as possible after a failure to comply with the terms of the above settlement

agreement. Should the landlord fail to comply with these Orders, these Orders may be filed in the Small Claims Division of the Provincial Court and enforced as Orders 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: March 11, 2014

Residential Tenancy Branch

