



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution made by the Tenant for the return of double the amount of the Tenant's security deposit and to recover the filing fee for the cost of the Application.

The Landlord and the Tenant both appeared for the hearing and no issues in relation to the service of the hearing documents and evidence under the *Residential Tenancy Act* (the "Act") and the Rules of Procedure were raised by the parties.

At the outset of the hearing, the Landlord was provided information in relation to the timelines for returning a security deposit at the end of a tenancy pursuant to section 38(1) and (6) of the Act. The Landlord also indicated that he had submitted a monetary Application against the Tenant to claim for damages to the rental suite and the hearing for the Landlord's Application (the file number for which is documented on the first page of this decision) is scheduled to be heard on August 7, 2014.

As a result, the Landlord and Tenant decided to settle both the Tenant's and Landlord's Application in this hearing.

### Analysis & Conclusion

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 the dispute.

After a discussion between the parties surrounding the circumstances of the dispute, the Landlord agreed to return the Tenant's security deposit in the amount of \$350.00 in full satisfaction of the Tenant's claim for this hearing and in full satisfaction of the

Landlord's claim scheduled to be heard on August 7, 2014; as a result, the Landlord consented to the cancelation of the hearing on August 7, 2014 which is hereby cancelled. As a result, there is no requirement for the parties to appear for this hearing.

Conclusion

The Tenant is issued with a Monetary Order in the amount of \$350.00 which the Tenant can serve onto the Landlord **if** the Landlord fails to make the above payment in accordance with the above settlement. The Monetary Order may then be enforced through the Small Claims court as an order of that court.

This agreement is fully binding on the parties and is in full and final satisfaction of **all** the issues associated with the tenancy. Both files are now closed.

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: May 07, 2014

---

Residential Tenancy Branch

