



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant pursuant to the *Residential Tenancy Act* (the “Act”) for Orders as follows:

1. An Order for return of the security deposit - Section 38; and
2. An Order to recover the filing fee for this application - Section 72.

The Tenant and Landlord were each given full opportunity to be heard, to present evidence and to make submissions under oath.

Issue(s) to be Decided

Is the Tenants entitled to the monetary amount claimed?

Background and Evidence

The following are agreed facts: The tenancy began on September 1, 2009 and ended on September 27, 2013. At the outset of the tenancy, the Landlord collected \$495.00 as a security deposit and \$50.00 as a fob deposit. No move-in inspection was conducted. The Tenant provided her forwarding address in writing a few days before the tenancy ended. The Landlord did not return the security deposit and did not make an application for dispute resolution to claim against the security deposit for damages to the unit.

During the Hearing the Landlord indicated that the Tenant left damages to the unit and would be making an application to claim for those damages. The Tenant indicated a

desire to be fair and to settle any future claim of the Landlord during this hearing. The Parties then settled the dispute arising from the Tenant's application and the claims of the Landlord for damages to the unit.

Analysis

Section 63 of the Act is set out as follows:

- (1) The director may assist the parties, or offer the parties an opportunity, to settle their dispute.
- (2) If the parties settle their dispute during dispute resolution proceedings, the director may record the settlement in the form of a decision or order.

Given the authority under the Act, the Parties desire to settle their dispute during the proceedings, and agreement reached between the Parties during the proceedings, I find that the Parties have settled their dispute over the security deposit and damages to the unit and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. The Landlord will forthwith pay to the Tenant the amount of \$900.00;**
- 2. The Landlord will not make any future claim against the Tenant in relation to the tenancy; and**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both Parties.**

In order to give effect to this agreement I provide the Tenant with a monetary order for the amount agreed to be paid by the Landlord.

Conclusion

I grant the Tenant an order under Section 67 of the Act for **\$900.00**. If necessary, this order may be filed in the Small Claims Court and enforced as an order 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: October 23, 2014

Residential Tenancy Branch

