



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding HAROLD HOLDINGS LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the tenant, for a monetary order for the return of the double the security and for the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security and for the filing fee?

Background and Evidence

The tenancy started on May 01, 2010 and prior to moving in the tenant paid a security deposit of \$337.50. The tenant moved out on August 31, 2014. The monthly rent was \$675.00.

The tenant stated that during the tenancy she paid an additional \$337.50 to the landlord towards the security deposit, when her roommate moved out. The landlord denied this and the tenant did not file proof of having done so.

On September 22, 2014, the landlord sent the tenant a cheque in the amount of \$337.50. The tenant received the cheque after the legislated 15 days and also found her name spelt incorrectly. The tenant did not cash the cheque. The landlord stated that the tenant had not cleaned the unit and filed a copy of an email from the tenant indicating that she had no intentions of cleaning the unit. The landlord stated that he planned to apply for a monetary order to recover the cost of cleaning.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to accept \$400.00 in full and final settlement of all claims against the landlord. A monetary order will be issued to the tenant for this amount.
2. The landlord agreed to pay the tenant \$400.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed to the above terms of this agreement which comprises full and final settlement of all aspects of the dispute for both parties.

Conclusion

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$400.00**. 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: March 05, 2015

Residential Tenancy Branch

