



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened in response to an application by the Tenant and an application by the Landlord pursuant to the *Residential Tenancy Act* (the “Act”).

The Tenant applied on October 7, 2014 for:

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

The Landlord applied on October 15, 2014 for:

1. A Monetary Order for damages to the unit - Section 67; 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. During the hearing the Parties reached a agreement to settle the disputes.

Agreed Facts

The tenancy started on December 1, 2012 and ended on August 31, 2014. Rent of \$1,100.00 was payable monthly on the first day of each month. At the outset of the tenancy the Landlord collected \$1,100.00 as a security deposit. The Tenant reduced the rent for the last month of the tenancy by \$550.00 in lieu of the overpayment of the security deposit. The Landlord retained \$550.00 of the security deposit. The Parties mutually conducted both a move-in and move-out inspection.

Settlement Agreement

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 and the agreement reached between the Parties during the proceedings, I find that the Parties have settled their disputes and the following records this settlement as a decision:

The Parties mutually agree as follows:

- 1. The Tenant will pay the Landlord \$500.00;**
- 2. The Landlord will retain the security deposit of \$550.00; and**
- 3. These terms comprise the full and final settlement of all aspects of this dispute for both parties.**

Conclusion

The Parties have settled their disputes. 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 22, 2015

Residential Tenancy Branch

