



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on October 21, 2014 to obtain a monetary order for the return of double their security deposit and to recover the cost of the filing fee from the Landlords for this application.

The hearing was conducted via teleconference and was attended by one Landlord and the applicant Tenant. Each party gave affirmed testimony and confirmed receipt of evidence served by the other. The application was filed listing two respondent Landlords and the Landlord who was present at the hearing affirmed that he would be representing both Landlords. Therefore, for the remainder of this decision, terms or references to the Landlords importing the singular shall include the plural and vice versa, except where the context indicates otherwise

At the outset of the hearing I explained how the hearing would proceed and the expectations for conduct during the hearing, in accordance with the Rules of Procedure. Each party was provided an opportunity to ask questions about the process however, each declined and acknowledged that they understood how the conference would proceed.

During the hearing each party was given the opportunity to provide their evidence orally and respond to each other's testimony. Following is a summary of the submissions and includes only that which is relevant to the matters before me.

Issue(s) to be Decided

Have the parties agreed to settle these matters?

Background and Evidence

The undisputed evidence was that the parties entered into a written fixed term tenancy agreement that began on March 1, 2013 and switched to a month to month tenancy after February 28, 2014. Rent of \$1,195.00 and utilities of \$140.00 were due on or before the first of each month. On February 16, 2013 the Tenant paid \$597.50 as the security deposit plus \$597.50 as the pet deposit. The parties attended a move-in inspection and signed the condition inspection report form on February 16, 2013. The

Tenant vacated the property as of August 22, 2014 and provided the Landlord with their forwarding address shortly afterwards.

During the course of this proceeding the parties agreed to settle these matters.

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 on the following terms:

- 1) The Tenant agreed to withdraw their application for Dispute Resolution;
- 2) The Landlord agreed to pay the Tenant **\$301.25** as full and final compensation;
- 3) The Tenant agreed to destroy the September 18, 2014 cheque that was issued by the Landlords in the amount of \$69.29; and
- 4) in consideration for this mutual settlement the parties agree that no further claims will be made by either party whatsoever arising from this tenancy.

The parties agreed to settle these matters; therefore, I declined to award recovery of the filing fee.

Conclusion

The parties agreed to settle these matters on the above listed terms, pursuant to section 63 of the *Act*.

In support of the settlement agreement, The Tenant has been issued a Monetary Order for **\$301.25**. This Order is legally binding and must be served upon the Landlord in the event the Landlord does not comply with the settlement agreement. This Order may be filed with the B.C. 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: June 17, 2015

Residential Tenancy Branch

