



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNDC

Introduction

This hearing dealt with the tenant's application pursuant to the *Residential Tenancy Act* (the Act) for:

- authorization to obtain a return of all or a portion of her security deposit pursuant to section 38; and
- compensation for the landlord's failure to return the tenant's security deposit pursuant to subsection 38(6).

The tenant's agent (the agent) attended the hearing. The agent confirmed she had authority act on behalf of the tenant. The agent is the tenant's mother. The landlord attended the hearing.

Each party acknowledged receipt of all documents before me with the exception of the tenant's evidence delivered to the Residential Tenancy Branch (the Branch) on 7 July 2015. The agent confirmed that she had not delivered this evidence to the landlord.

Rule 3.14 of the *Residential Tenancy Branch Rules of Procedure* (the Rules) establishes that evidence from the applicant must be received by the respondent not less than 14 days before the hearing. As the tenant failed to serve this evidence in accordance with the Rules, I informed the agent at the hearing that she could either request an adjournment or proceed on the basis that the evidence was excluded. The agent elected to proceed without that evidence.

I set out for the parties their option to proceed by way of settlement or adjudication. The parties elected to engage in settlement discussions. These discussions resulted in the settlement set out below. No testimony was received from either party.

Analysis

Pursuant to section 63 of the Act, an 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.

During this hearing, the parties reached an agreement to settle their dispute under the following final and binding terms:

1. The tenant agreed to withdraw her application.
2. The tenant agreed to return the cheque issued by the landlord in or about July 2014 in the amount of \$52.50.
3. After receiving the cheque from the tenant, the landlord agreed to return to the tenant \$160.00 from the tenant's damage deposit.
4. The tenant agreed that the landlord would retain \$90.00 from the tenant's damage deposit.
5. The parties agreed that no further claim would be brought to this Branch in respect of this tenancy by either party.

The agent confirmed she had authority to bind the tenant to this agreement.

Each party stated that they understood the terms of this agreement. Each party stated that they agreed to the agreement. The parties agreed that these particulars comprise the full and final settlement of all aspects of their disputes for both parties.

Conclusion

The tenant's application is withdrawn.

I issue a monetary order in the tenant's favour in the amount of \$160.00. The tenant is provided with a monetary order and the landlord(s) must be served with this order as soon as possible. Should the landlord(s) fail to comply with this order, this order may be

filed in the Small Claims Division of the Provincial 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 subsection 9.1(1) of the Act.

Dated: July 08, 2015

Residential Tenancy Branch

