



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Preliminary Issues

The parties confirmed the respondent named on the Tenant's application was an employee or Agent of the corporate Landlord. Accordingly, the style of cause was amended to include the corporate Landlord's name, in accordance with section 64 (3)(c) of the *Act*. Neither party disputed the amendment.

Introduction

This hearing dealt with an Application for Dispute Resolution filed by the Tenant on April 01, 2015 seeking to obtain a Monetary Order for the return of all or part of the security deposit and to recover the cost of the filing fee from the Landlord for this application.

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.

The hearing was conducted via teleconference and was attended by the Landlord, the Tenant and the Tenant's Agent. Evidence was submitted by both the Tenant and the Tenant's Agent in support of this application. Therefore, for the remainder of this decision, terms or references to the Tenant importing the singular shall include the plural and vice versa, except where the context indicates otherwise

Each person gave affirmed testimony and the Landlord confirmed receipt of evidence submitted by the Tenant.

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

Issue(s) to be Decided

- 1) Have the parties agreed to settle these matters?
- 2) If so, on what grounds was a settlement reached?

Background and Evidence

The undisputed evidence was the Tenant and her spouse entered into a written month to month tenancy that began on May 1, 2010. Rent of \$750.00 was due on or before the first of each month and was later increased to \$770.00 per month. On May 1, 2010 the Tenant paid \$375.00 for the security deposit plus \$250.00 as the pet deposit.

On or before January 31, 2015 the Tenant provided the Landlord with 1 month notice to end their tenancy effective February 28, 2015. The keys were returned to the Landlord on February 14, 2015. No move in or move out condition inspection reports were completed.

Shortly before February 23, 2015 the Tenant received \$375.00 as the return of her security deposit plus \$220.00 cash for the partial return of her pet deposit. On September 1, 2015 the Tenant received a cheque in the amount of \$30.00 for return of her remaining security deposit. That cheque had not yet been cashed.

During the course of this hearing 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 in support of this settlement agreement;
- 2) The Landlord agreed to pay the Tenant **\$50.00** as full and final compensation; and
- 3) The Landlord agreed that the aforementioned payment would be sent to the Tenant via registered mail no later than October 1, 2015

In support of the above mentioned settlement agreement the Tenant will be issued a monetary order in the amount of **\$80.00** which includes the aforementioned \$50.00 listed in item (2) above, plus \$30.00 relating to the September 1, 2015 cheque to ensure entitlement to that payment in the event that the \$30.00 cheque does not clear the bank.

Conclusion

The parties agreed to settle these matters, pursuant to section 63 of the Act.

In support of the settlement agreement, The Tenant has been issued a Monetary Order for **\$80.00**. This Order is legally binding and must be served upon the Landlord in the event the Landlord does not comply with the \$50.00 settlement agreement or if the \$30.00 September 1, 2014 cheque does not clear the bank. In either case, this Order may be filed with 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: September 14, 2015

Residential Tenancy Branch

