



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding SIDDOD HOLDINGS  
and [tenant name suppressed to protect privacy]

## **DECISION**

### **Dispute Codes:**

MNSD, FF

### **Introduction**

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of double the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The landlord acknowledged receipt of evidence submitted by the tenant. Both parties gave affirmed testimony.

### **Issues to be Decided**

Did the landlord return the deposit in a timely manner? Is the tenant entitled to the doubling provision of s. 38? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on November 01, 2014 for a fixed term of one year. Prior to moving in the tenant paid a security deposit of \$700.00. The tenancy agreement contained a term regarding liquidated damages and the tenant was required to pay \$797.00 if he ended the term prior to the end date of the fixed term.

The tenancy ended on March 31, 2015 which is prior to the end date of the fixed term. The landlord agreed that she received the tenant's forwarding address on March 31, 2015 but testified that shortly after the tenancy ended, she informed the tenant by registered mail that he owed liquidated damages. The tenant did not respond and filed this application on April 16, 2015. The landlord did not return the deposit or file an application to keep all or portion of the deposit.

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 \$750.00 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 \$750.00 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 comprise full and final settlement of all aspects of this 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 **\$750.00**. 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: September 22, 2015

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Residential Tenancy Branch

