



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD FF

Introduction

This hearing was convened to hear matters pertaining to an Application for Dispute Resolution filed by the Tenant on July 3, 2015. The Tenant filed seeking the return of double her security and pet deposit and to recover the cost of the filing fee from the Landlord.

The hearing was conducted via teleconference and was attended by the Landlord, the Landlord's Agent / Translator (the Agent) and the Tenant. Each person gave affirmed testimony and the Agent affirmed that he would be presented all of the Landlord's evidence through translation. Therefore, for the remainder of this decision, terms or references to submissions on behalf of the Landlord shall include submissions from the Agent and vice versa, except where the context indicates otherwise

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.

On July 6, 2015 the Tenant submitted 21 pages of evidence to the Residential Tenancy Branch. The Tenant affirmed that she served the Landlord with copies of the same documents that she had served the Residential Tenancy Branch (RTB). The Landlord acknowledged receipt of these documents and no issues were raised regarding receipt or service of those documents. As such, I accepted the Tenant's documents as evidence for these proceedings.

On December 15, 2015 the Landlord submitted one page of evidence to the RTB. The Tenant confirmed receipt of that document and raised no issues about service. As such, I accepted the Landlord's document as evidence for these proceedings.

Both parties were provided with the opportunity to present relevant oral evidence, to ask relevant questions, and to make relevant submissions. Following is a summary of those 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 parties entered into subsequent written tenancy agreements which began on October 1, 2013. Rent of \$950.00 was initially payable on the first of each month and was reduced to \$900.00 effective October 1, 2014. On June 20, 2013 the Tenant paid \$500.00 as the security deposit and on October 30, 2013 the Tenant paid \$250.00 as the pet deposit. The Tenant vacated the rental property sometime mid May 2015. The Landlord was served the Tenant's forwarding address in writing on June 8, 2015.

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 and achieved a resolution of their dispute on the following terms:

- 1) The Tenant agreed to withdraw her application for Dispute Resolution;
- 2) The Landlord agreed to pay the Tenant **\$625.00** as full and final compensation;
- 3) The Landlord agreed to send a personal cheque of \$625.00 to the Tenant's address (as listed on the front of this Decision) via registered mail no later than **December 18, 2015;**
- 4) In consideration for this mutual settlement the parties agreed that no further claims will be made by either party whatsoever arising from this tenancy; and
- 5) Each person agreed that the terms of this settlement agreement were reached by their own free will and without undue pressure or intimidation.

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, pursuant to section 63 of the Act.

In support of the settlement agreement, The Tenant has been issued a Monetary Order for **\$625.00**. This Order is legally binding and must be served upon the Landlord in the event the Landlord does not comply with the terms of the settlement agreement as listed above. This Order may be filed with 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: December 16, 2015

Residential Tenancy Branch

