



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MACDONALD COMMERCIAL REAL ESTATE SERVICE LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing was convened by way of conference call in response to an Application for Dispute Resolution (the “Application”) made by Landlord on July 20, 2015 for a Monetary Order for damage to the rental unit, to keep the Tenants’ security deposit, and to recover the filing fee from the Tenants.

The female Tenant and an agent for the company Landlord (the “Landlord”) appeared for the hearing and provided affirmed testimony. The Tenant confirmed receipt of the Landlord’s Application and both parties confirmed receipt of each other’s documentary evidence which was served prior to the hearing.

The hearing process was explained to the parties and they had no questions about the proceedings. Both parties were given a full opportunity to present their evidence, make submissions to me, and cross examine the other party on the evidence provided.

The parties confirmed that the Tenants had paid a security deposit to the Landlord at the start of the tenancy for \$3,750.00. The parties also confirmed that the Landlord had completed a move-in and move-out condition inspection of the rental unit. The Landlord confirmed receipt of the Tenant’s forwarding address on July 19, 2015.

After the parties had finished providing their evidence, I offered the parties an opportunity to settle the matter by way of mutual agreement. The parties took some time to consider this voluntary option, turned their minds to compromise, and decided that resolution was best by way of mutual agreement.

Settlement Agreement

Pursuant to Section 63 of the *Residential Tenancy 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. Both parties **agreed** to settle the Landlord's Application **in full satisfaction** as follows:

- The parties agreed that the Landlord will return to the Tenants \$2,783.50 of the Tenants' security deposit within 15 days after receipt of this decision.
- The parties agreed that the Landlord will keep the remaining amount of the security deposit, \$966.50 (which includes the filing fee), in full satisfaction of the Application.
- The Tenants are issued with a Monetary Order for the amount of \$2,783.50 which is a precautionary measure to be used by the Tenants if the Landlord fails to make payment in accordance with this agreement.
- If the Landlord fails to make payment, the Tenant may serve and enforce the order through the Small Claims Division of the Provincial Court as an order of that court.
- The Landlord is cautioned to ensure that documentation is retained in relation to the payment made.

This agreement is fully binding on the parties and is in full satisfaction of the Landlord's Application. The parties confirmed voluntary resolution in this manner both during and at the end of the hearing. This file is now closed.

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: January 11, 2016

Residential Tenancy Branch

