



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding RAAMCO INTERNATIONAL PROPERTIES CANADIAN LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD, FF

Introduction

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

- authorization to obtain a return of double the amount of the security and pet damage deposits ("deposits"), pursuant to section 38; and
- authorization to recover the filing fee for this application from the landlord, pursuant to section 72.

The landlord's agent, CG ("landlord") and the tenant attended the hearing and were each given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses. The landlord confirmed that she was the property manager and that she had authority to speak on behalf of the landlord company named in this application as an agent at this hearing. This hearing lasted approximately 44 minutes in order to allow both parties to fully negotiate a settlement of this matter.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package ("Application") and the tenant confirmed receipt of the landlord's written evidence package. In accordance with sections 88, 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's Application and the tenant was duly served with the landlord's written evidence.

The tenant confirmed that she did not receive the landlord's one page letter, dated February 26, 2016. The landlord confirmed that she sent this evidence by registered mail to the tenant on February 26, 2016 and she provided a tracking number verbally during the hearing. I received this evidence at the Residential Tenancy Branch. The landlord read aloud the contents of the letter during this hearing. As this matter settled between the parties, I make no findings regarding service of this evidence.

Pursuant to section 64(3)(c) of the *Act*, I amend the tenant's application to correct the landlord company name, as the landlord consented to this amendment request by the tenant. The landlord company name is now correctly reflected on the front page of this decision and the monetary order.

Issues to be Decided

Is the tenant entitled to a monetary order for the recovery of double the amount of the deposits?

Is the tenant entitled to recover the filing fee for her Application?

Background and Evidence

Both parties agreed to the following facts. This tenancy began on March 15, 2016 and ended on August 6, 2015. Monthly rent in the amount of \$1,330.00 was payable on the first day of each month. A security deposit of \$665.00 and a pet damage deposit of \$332.50 were paid by the tenant. The landlord returned \$866.25 from both deposits, as the tenant provided the landlord with written permission to retain \$131.25 from her security deposit. Move-in and move-out condition inspection reports were completed for this tenancy. The tenant provided a written forwarding address to the landlord on August 6, 2015, by way of the move-out condition inspection report. A written tenancy agreement was provided for this hearing. The tenant seeks a monetary order of \$866.25 for the return of double the amount of the deposits minus the portion already returned by the landlord and the \$50.00 filing fee paid for this Application.

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.

Both parties agreed to the following final and binding settlement of all issues with respect to this entire tenancy:

1. Both parties agreed that the landlord will retain \$131.25 from the tenant's security deposit;
2. Both parties agreed that the landlord will pay the tenant \$433.13 total by way of a cheque to be sent out by registered mail by April 4, 2016;

3. The tenant agreed to bear the cost of the \$50.00 filing fee for this Application;
4. Both parties agreed that this settlement agreement constitutes a final and binding resolution of the tenant's Application and any issues arising out of this tenancy;
5. Both parties agreed that they will not initiate any further claims or applications against each other at the Residential Tenancy Branch, with respect to any issues arising out of this tenancy.

These particulars comprise a full and final settlement of all aspects of this dispute and arising out of this tenancy. Both parties testified at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties testified that they understood that the settlement terms are legal, final, binding and enforceable, settling all aspects of this dispute and arising out of this tenancy.

Conclusion

To give effect to the settlement reached between the parties, I order the landlord to retain \$131.25 from the tenant's security deposit. The tenant must bear the cost of the \$50.00 filing fee for this Application.

In order to implement the above settlement reached between the parties, and as advised to both parties during the hearing, I issue a monetary Order in the tenant's favour in the amount of \$433.13. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord fails to abide by condition #2 of the above agreement. The tenant is provided with this Order in the above terms and the landlord must be served with a copy of this Order in the event that the landlord fails to abide by condition #2 of the above agreement. Should the landlord 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 Section 9.1(1) of the *Residential Tenancy Act*.

Dated: March 15, 2016

Residential Tenancy Branch

