



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MND, MNDC, MNSD, FF

### Introduction

These hearings were convened by conference call in response to an Application for Dispute Resolution (the “Application”) made by the Landlord on July 14, 2015 for a Monetary Order for: damage to the rental unit; money owed or compensation for damage or loss under the *Residential Tenancy Act* (the “Act”), regulation or tenancy agreement; to retain the Tenant’s security deposit; and to recover the filing fee.

The Landlord, the Tenant, and the Tenant’s agent appeared for the hearings and provided affirmed testimony. The Tenant confirmed receipt of the Landlord’s Application in the original hearing. However, that hearing was adjourned to allow the exchange of evidence and for the Landlord to provide his documentary evidence in a labelled and orderly fashion. This instruction was documented in my Interim Decision dated December 8, 2015.

At the outset of the reconvened hearing, the service of the Landlord’s labelled evidence to the Tenant and to the Residential Tenancy Branch was confirmed.

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.

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. Therefore, 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 indicated that they would be willing to move forward with settlement based on me facilitating the discussion and the amounts being claimed by the Landlord. As a result, the parties agreed to settle the Application in full as follows:

- The parties agreed that the Landlord will return to the Tenant \$533.50 of the Tenant's security deposit forthwith or after receipt of this decision.
- The parties agreed that the Landlord will keep the remaining amount of the security deposit, \$829.00 (which includes the filing fee), in full satisfaction of the Application.
- The Tenant is issued with a Monetary Order for the amount of \$533.50 which is a precautionary measure to be used by the Tenant 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 returned 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: March 3, 2016

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Residential Tenancy Branch