



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding KIM GIN AND SONS LTD.  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes MNSD OLC FF

### Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution (the "Application") under the *Residential Tenancy Act* (the "*Act*"). The tenant applied for a monetary order for the return of double her security deposit, for an order compelling the landlord to comply with the *Act*, regulation or tenancy agreement, and to recover the cost of the filing fee.

An agent for the tenant and an agent for the landlord attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me. The hearing process was explained to the parties and an opportunity to ask questions about the hearing process was provided to the parties.

Neither party submitted documentary evidence.

### Preliminary and Procedural Matter

At the outset of the hearing, the parties agreed that the landlord's agent was incorrectly named as landlord in the tenant's Application. Therefore, by consent of the parties, the tenant's Application was amended pursuant to section 64(3) of the *Act* to properly reflect the name of the landlord company name.

### Settlement Agreement

During the hearing, the parties agreed to settle all matters related to this tenancy, on the following conditions:

1. The parties agree that the landlord will pay the tenant **\$350.00** which is comprised of \$250.00 of the tenant's security deposit, plus the \$100.00 filing fee **by September 22, 2016**.
2. The tenant agrees to shred the cheque from the landlord dated February 15, 2016 in the amount of \$185.47.
3. The tenant agrees to waive their right to double the security deposit under the *Act*.
4. The tenant agrees to withdraw her application in full as part of this mutually settled agreement.
5. The parties agree that this settlement agreement represents a full and final settlement of all matters related to this tenancy.
6. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$350.00 which will be of no force or effect if the landlord pays the tenant in accordance with #1 above and the tenant successfully deposits the money.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*.

### Conclusion

I order the parties to comply with the terms of their mutually settled agreement described above.

The tenant is granted a monetary order in the amount of \$350.00 which will be of no force or effect if the landlord pays the tenant in accordance with #1 above. If the landlord does not pay the amount as described above in #1 above, the monetary order must be served on the landlord and may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

This decision is final and binding on the parties, unless otherwise provided under the *Act*, and 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 14, 2016

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Residential Tenancy Branch