



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding H&M REMPEL
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 recover double the amount of the security deposit, pursuant to section 38; and
- authorization to recover the filing fee for this application, pursuant to section 72.

The tenant and his advocate, CHV (collectively "tenant") and the landlord's agent, KK ("landlord") 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 he was the property manager for the landlord company named in this application and that he had authority to speak on its behalf at this hearing. The tenant confirmed that his advocate had authority to speak on his behalf at this hearing. This hearing lasted approximately 30 minutes in order to allow both parties to fully discuss a settlement of this claim.

The landlord confirmed receipt of the tenant's application for dispute resolution and hearing notice. In accordance with sections 89 and 90 of the *Act*, I find that the landlord was duly served with the tenant's application.

The landlord confirmed that he did not receive a copy of the written tenancy agreement from the tenant for this hearing. He said that he already had a copy of the agreement from earlier in the tenancy. As this matter settled and the parties did not reference the tenancy agreement, I make no findings regarding service of this document.

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, 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 \$125.00 from the tenant's security deposit of \$325.00;
2. The landlord agreed to return \$200.00 from the tenant's security deposit to the tenant by January 27, 2017;
 - a. both parties exchanged mailing addresses during the hearing in order to facilitate the above payment;
3. The tenant agreed that this settlement agreement constitutes a final and binding resolution of his application at this hearing, including the \$100.00 application filing fee, and any issues arising out of this tenancy;
4. 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 affirmed at the hearing that they understood and agreed to the above settlement terms, free of any duress or coercion. Both parties affirmed 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

I order the landlord to retain \$125.00 from the tenant's security deposit.

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 \$200.00. I deliver this Order to the tenant in support of the above agreement for use **only** in the event that the landlord does not abide by condition #2 of the above agreement. The landlord must be served with a copy of this Order as soon as possible after the landlord does not 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: January 17, 2017

Residential Tenancy Branch