



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding PACE PROPERTY MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of double the security and pet deposits and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit and the filing fee?

Background and Evidence

The tenancy started on June 01, 2015 and ended on July 31, 2016. Prior to moving in, the tenant paid a security deposit of \$600.00 and a pet deposit of \$600.00. The tenant agreed that she signed the move out inspection report agreeing to allow the landlord to retain the deposits. The tenant stated that she was not provided with a copy of the move out inspection report.

During this discussion, the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties 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 this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to withdraw her claim for the return of double the security and pet deposits under section 38 and agreed to allow the landlord to retain the entire amount of the security and pet deposits, in full and final settlement of all claims against the landlord.
2. The landlord agreed to accept the security and pet deposits in full and final settlement of all claims against the tenant and also agreed not to pursue her claim against the tenant for the cost of cleaning and repair.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of this dispute for both parties.

Conclusion

Pursuant to the above agreement, the tenant's application is dismissed. As this dispute was resolved by mutual agreement and not based on the merits of the case, I decline the tenant's request to recover the filing fee paid for this application

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: February 28, 2017

Residential Tenancy Branch

