



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

Dispute Codes      MNDC, MNSD, FF

### Introduction

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

- a monetary order for compensation for damage or loss under the *Act*, *Residential Tenancy Regulation* ("Regulation") or tenancy agreement, pursuant to section 67;
- authorization to obtain a return of 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 landlord and his advocate, LS 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's advocate, who is also his wife, did not testify at this hearing. The hearing lasted approximately 51 minutes in order to allow both parties to fully negotiate a settlement of this application.

The landlord confirmed receipt of the tenant's application for dispute resolution hearing package. 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 said that he did not serve his written evidence package to the tenant or the Residential Tenancy Branch ("RTB") after he received the tenant's application. I notified the landlord that I could not consider any written evidence from him because it was not served to the tenant and the RTB as required by Rule 3.1 of the RTB *Rules of Procedure*. In any event, this matter settled between the parties.

### 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 \$168.00 from the tenant's security deposit;
2. Both parties agreed that the landlord will return the remainder of the tenant's security deposit in the amount of \$532.00 as well as \$50.00 for half of the application filing fee, totaling \$582.00, to the tenant by way of a cheque to be mailed out by February 28, 2017;
3. The tenant agreed to bear the cost of \$50.00, which represents half the application filing fee;
4. The tenant agreed that this settlement agreement constitutes a final and binding resolution of her application at this hearing;
5. Both parties agreed that they will not initiate any future 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 that they understood and agreed to the above terms, free of any duress or coercion. Both parties affirmed that they understood and agreed to these terms as 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 \$168.00 from the tenant's security deposit and to return the remainder of the tenant's security deposit in the amount of \$532.00 to the tenant.

The tenant must bear the cost of \$50.00 for half the application filing fee.

In order to implement the above settlement reached between the parties, I issue a monetary Order in the tenant's favour in the amount of \$582.00. 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 monetary agreement. The tenant is

provided with this Order in the above terms and the landlord must be served with a copy of this Order as soon as possible after a failure to comply with condition #2 of the above monetary 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: February 28, 2017

---

Residential Tenancy Branch

