



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, OLC, FF

Introduction

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

- a monetary order for the return of double the security deposit pursuant to section 38 and 67 of the Act;
- an order requiring the landlord to comply with the Act, regulation or tenancy agreement pursuant to section 62;
- authorization to recover his filing fee for this application from the landlord pursuant to section 72.

Both parties attended the hearing via conference call and provided affirmed testimony. Both parties confirmed receipt of the re-scheduled notice of hearing package. Both parties confirmed receipt of the submitted documentary evidence by Canada Post Registered Mail. As both parties have attended and confirmed receipt of the re-scheduled notice of hearing and the submitted documentary evidence of the other party, I am sufficiently satisfied that both parties have been served as per section 90 of the Act.

At the outset, it was clarified by the tenant that no additional order was being sought for an order for the landlord to comply with the Act, Regulation or tenancy agreement.

At the end of the hearing both parties confirmed and clarified that the unit number for the address for dispute and the landlord's mailing address were reversed in error. Both parties confirmed the unit number for the dispute address be changed from 6 to 3. As such, the Residential Tenancy Branch File and the Tenant's application shall reflect that the landlord's unit number shall be changed from 3 to 6 as well.

As well, both parties confirmed that the landlord's surname was misspelled and should be corrected to change the last letter from "I" to "Y". The Residential Tenancy Branch

File and the Tenant's application shall reflect this change in the spelling of the Landlord's surname.

Issue(s) to be Decided

Is the tenant entitled to a monetary order for return of double the security deposit and recovery of the filing fee?

Background and Evidence

While I have turned my mind to all the documentary evidence, and the testimony of the parties, not all details of the respective submissions and / or arguments are reproduced here. The principal aspects of the applicant's claim and my findings are set out below.

This tenancy began on September 1, 2015 on a month-to-month basis as shown by the submitted copy of the signed tenancy agreement dated September 12, 2015. The monthly rent was \$725.00 payable on the "last banking" day of each month. A security deposit of \$362.50 was paid on August 31, 2015.

The tenant seeks a monetary claim of \$725.00 for return of double the \$362.50 security deposit pursuant to section 38 of the Act.

Analysis and Conclusion

Section 63 of the Residential Tenancy Act provides that the parties may attempt to settle their dispute during a hearing. Pursuant to this provision, discussion between the two parties during the hearing led to a resolution. Specifically, it was agreed as follows:

Both parties agreed that the landlord would pay to the tenant, \$50.00.

Both parties agreed that the landlord may retain the \$312.50 balance of the security deposit.

Both parties agreed that the above noted particulars comprised a full and final settlement of all aspects of the dispute arising from this application for dispute resolution.

The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the nature of this full and final settlement of this matter.

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 \$50.00. I deliver this Order to the tenant in support of the above agreement for use in the event that the landlord does not abide by the terms of the above settlement. The tenant is provided with this Order in the above terms and the Landlord(s) must be served with a copy of this Order as soon as possible after a failure to comply with the terms of the above settlement agreement. Should the tenant(s) 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: April 28, 2017

Residential Tenancy Branch