



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, FF

Introduction

This hearing dealt with a tenant's Application for Dispute Resolution (the "Application") under the Residential Tenancy Act (the "Act") for:

- a monetary order for return of double the security deposit; and
- recovery of the filing fee paid for this application from the landlord.

The landlord's agent (the "Landlord") and the tenant appeared at the teleconference hearing. The landlord and tenant gave affirmed testimony. During the hearing the landlord and tenant were given a full opportunity to be heard, to present sworn testimony and make submissions.

Preliminary and Procedural Matters

Both the landlord and tenant served their evidence outside the timeframe provided for in the *Act*. Both parties indicated that they were prepared to proceed with the scheduled hearing notwithstanding that they received the other party's evidence late.

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, engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute regarding damage to the unit.

During the course of the hearing, the parties reached an agreement to settle the matter on the following conditions:

1. The parties agree that the landlord will pay the tenant the amount of \$150.00 by way of email transfer on or before May 10, 2017.
2. The parties agree that this settlement agreement constitutes a final and binding resolution of the tenant's Application at this hearing.

These particulars comprise the full and final settlement of all aspects of this dispute for all the parties. The parties confirmed at the end of the hearing that this agreement was made on a

voluntary basis and the parties understood the nature of this full and final settlement of all matters.

In accordance with this settlement agreement, I grant the tenant a monetary order in the amount of \$150.00 which will have no force or effect if the landlord successfully complies with the terms of this settlement. If the landlord fails to comply with the terms of this settlement agreement, the tenant may serve the monetary order on the landlord. If the tenant serves the monetary order on the landlord and the landlord fails to comply with the order, the order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

Conclusion

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

The tenant is granted a monetary Order in the amount of \$150.00 which will be of no force or effect if the landlord successfully complies with the terms of this settlement agreement. If the landlord fails to comply with the terms of this settlement agreement, the monetary order will be of full force and effect and may be served upon the landlord.

Should the landlord fail to comply with this monetary Order, it 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: May 05, 2017

Residential Tenancy Branch