



# Dispute Resolution Services

Page: 1

Residential Tenancy Branch  
Office of Housing and Construction Standards

## **DECISION**

### **Dispute Codes:**

*MNDC, OLC, 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 the security deposit and for the recovery of the filing fee. Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

The parties acknowledged receipt of evidence submitted by the other and gave affirmed testimony. Both parties gave affirmed testimony.

### **Issues to be Decided**

Did the landlord return the deposit in a timely manner? Is the tenant entitled to the doubling provision of s. 38? Is the tenant entitled to the recovery of the filing fee?

### **Background and Evidence**

The tenancy started on August 01, 2016 for a fixed term of one year. Prior to moving in the tenant paid a security deposit of \$650.00. The tenancy ended on June 30, 2017. The landlord agreed that she received the tenant's forwarding address at the end of tenancy. The tenant agreed that she had received a cheque in the amount of the deposit on September 25, 2017.

During the hearing 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 hearing, 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 accept \$100.00 in full and final settlement of all claims against the landlord. A monetary order will be issued to the tenant for this amount.
2. The landlord agreed to pay the tenant \$100.00 in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed to the above terms of this agreement which comprise full and final settlement of all aspects of this dispute for both parties.

The tenant and the landlord have reached a settled agreement, as recorded above. This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the Act. Should either party violate the terms of this settled agreement, the tenancy agreement or the Act, it is open to the other party to take steps under the Act to seek remedy.

### **Conclusion**

I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$100.00**. This order may be filed in the Small Claims 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: November 23, 2017

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Residential Tenancy Branch