



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

A matter regarding CAPREIT LIMITED PARTNERSHIP  
and [tenant name suppressed to protect privacy]

## **DECISION**

Dispute Codes      MNSD, FF

### Introduction

This hearing was scheduled to deal with a tenant's application for a Monetary Order for return of double the security deposit and recovery of the filing fee. Both parties appeared or were represented at the hearing and were provided the opportunity to make relevant submissions, in writing and orally pursuant to the Rules of Procedure, and to respond to the submissions of the other party.

As a procedural matter, this application was filed by two applicants, and I found it appropriate to determine the standing of one of the applicants as a tenant. The applicant identified by initials FM did not sign the tenancy agreement and stated he did not consider himself a tenant under the tenancy agreement. The other applicant, referred to by initials SS, had signed the tenancy agreement with the landlord on May 4, 2017 and had paid the security deposit to the landlord. I found the evidence to be clear that SS had standing as a tenant but much less so with respect to FM. With consent, the application was amended to exclude FM as a named party to this dispute.

After both parties had an opportunity to be heard, discussion ensued with respect to administration of security deposits and the liquidated damages clause contained in the tenancy agreement. The parties turned their minds to reaching a full and final settlement agreement. I was able to facilitate a settlement agreement that I have recorded by way of this decision and the Monetary Order that accompanies it.

### Issue(s) to be Decided

What are the terms of settlement?

### Background and Evidence

During the hearing, the parties reached a full and final settlement agreement, under the following terms:

1. The landlord shall pay to the tenant the amount of \$675.00 by sending payment to the tenant's new address that is recorded on the cover page of this decision, without undue delay.
2. Both parties are now precluded from making any other Application for Dispute Resolution against the other party with respect to this tenancy.

### Analysis

Pursuant to section 63 of the Act, I have the authority to assist parties in reaching a settlement agreement during the hearing and to record the agreement in the form of a decision or order.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the terms an Order to be binding upon both parties.

In recognition of the settlement agreement, I provide the tenant with a Monetary Order in the amount of \$675.00 to serve and enforce upon the landlord if necessary.

Both parties are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

### Conclusion

The parties reached a full and final settlement agreement during the hearing. In recognition of the settlement agreement, the tenant is provided a Monetary Order in the amount of \$675.00 to serve and enforce upon the landlord if necessary.

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: December 06, 2017

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Residential Tenancy Branch