



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding MAINSTREET EQUITY CORP MAINSTREET EQUITY CORP
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: MNSD, 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 double 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.

Issues to be Decided

Is the tenant entitled to the return of double the security deposit? Is the tenant entitled to the recovery of the filing fee?

Background and Evidence

The tenancy started on March 01, 2017 and ended on July 01, 2017, when the tenant moved into a different unit in the same building. Prior to moving in the tenant paid a security deposit of \$250.00. The landlord testified that a cheque for the return of the deposit minus one day of rent was mailed to the tenant on July 05, 2017. The landlord provided proof of a cashed cheque. The tenant denied having received the cheque and therefore the landlord requested the tenant to sign a declaration required by the bank declaring that she had never received or cashed the cheque. The tenant refused to do so and filed this application.

During the hearing the tenant agreed to sign the declaration. 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 \$350.00 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 \$350.00 in full and final settlement of all claims against the tenant.
3. The tenant agreed to sign the declaration regarding the missing cheque as required by the bank
4. 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.

Conclusion

Pursuant to the above agreement, I grant the tenant a monetary order under section 67 of the *Residential Tenancy Act* for the amount of **\$350.00**. 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: December 14, 2017

Residential Tenancy Branch