



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION AND RECORD OF SETTLEMENT

Dispute Codes:

Tenant: MNSD, FF
Landlord: MND, MNSD, FF

Introduction

This hearing was convened in response to cross-applications by the parties.

The tenant filed their application pursuant to the *Residential Tenancy Act* (the Act) for Orders as follows:

1. An Order for return of security deposit / double (\$1600.00) - Section 38
2. An Order to recover the filing fee for their application (\$100.00) - Section 72

The landlord subsequently filed their application for Orders as follows;

1. A monetary Order for damage to the unit (\$2187.42) – Section 67
2. An Order to recover the filing fee for their application (\$100.00) - Section 72

Both parties attended the hearing. Each respectively acknowledged receiving the application and all evidence of the other as provided to me. At the outset of the hearing the parties were given opportunity to settle their dispute to no avail and the hearing proceeded on the merits of their applications. The parties were given opportunity to present relevant testimony, and make relevant submissions of evidence. They were apprised that only relevant evidence would be considered in the Decision. Prior to concluding the hearing both parties acknowledged presenting all of the relevant evidence that they wished to rely upon and wished to present. The parties were then again provided opportunity to mutually resolve their dispute which ultimately achieved a settlement.

Background and Evidence

It is undisputed that at the outset of the tenancy the landlord collected a security deposit in the amount of \$800.00 which the landlord retains in trust.

Section 63 of the *Residential Tenancy Act* provides that the parties may attempt to settle their dispute during a hearing and the Arbitrator may record the settlement in the form of a Decision or an Order. Pursuant to this provision, during the hearing the parties exchanged views and questions on some of the circumstances surrounding the dispute which led to resolution of this matter. As a result the parties confirmed to me **that they both agreed as follows;**

1. That the landlord will return to the tenant **\$400.00** of the security deposit and will retain the balance as full and in final satisfaction of both of the parties' applications.

Both parties testified in the hearing confirming they understood and agreed to the above terms and that their settlement particulars comprise the full and final settlement of all aspects of this dispute, their respective applications, and the tenancy, for all time.

Conclusion

The parties settled their dispute in the above terms.

So as to perfect the settlement the tenant is given a **Monetary Order** in the amount of **\$400.00** to reflect the parties' agreement. If the landlord does not satisfy the agreed amount, this Order may be filed in the Small Claims Court and enforced as an Order of that Court. Upon satisfaction of the agreed amount the Order becomes null and of no effect.

This Decision and Settlement are final and binding.

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: June 27, 2018

Residential Tenancy Branch