



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNDCT, MNSD, FFT  
                             MNDCL-S, FFL

### Introduction

This teleconference hearing was scheduled in response to an application by the Tenant under the *Residential Tenancy Act* (the “Act”) for a Monetary Order for compensation or damages, the return of the security deposit and for the recovery of the filing fee paid for this application. During the hearing, and with the consent of the parties, the Tenant’s file was joined with the Landlord’s application which was scheduled to be heard at a later date. The Landlord applied for a Monetary Order for compensation or damages and for the recovery of the filing fee paid for the application.

The Landlord and an agent for the Landlord (the “Landlord”), as well as the Tenant were present for the duration of the teleconference hearing. Both parties confirmed that service of the Notice of Dispute Resolution Proceeding and the exchange of evidence was completed as required.

All parties were affirmed to be truthful in their testimony and were provided with the opportunity to present testimony and evidence and to ask questions of the other party.

### Preliminary and Procedural Matters

At the outset of the hearing, the option to hear both the Tenant’s and Landlord’s application together was offered. Both parties agreed to hear both claims together during this hearing. They also confirmed understanding that the hearing for the Landlord’s application, scheduled December 3, 2018 would be cancelled.

It was also noted during the hearing that one of the respondents named as the Landlord was, in fact, an agent for the Landlord. This was amended on the application pursuant to Section 64(3)(c) of the *Act*.

#### Issues to be Decided

Is the Tenant entitled to a Monetary Order for compensation or damages?

Is the Tenant entitled to the return of the security deposit?

Is the Landlord entitled to a Monetary Order for compensation or damages?

Is the Landlord entitled to withhold the security deposit towards compensation owed?

Is either party entitled to the recovery of the filing fee paid for the Application for Dispute Resolution?

#### Analysis

In accordance with Section 63 of the *Act*, the parties may be presented with an opportunity to settle the dispute during the hearing and that settlement may be recorded in the form of a decision. The parties were given the option to discuss a possible settlement during the hearing. They discussed settlement options and came to an agreement in resolution of the claims of both parties.

The parties agreed to the following:

1. The Landlord withdrew their Application for Dispute Resolution.
2. The Tenant withdrew their Application for Dispute Resolution.
3. As the Tenant is still in possession of a cheque from the Landlord for the return of the security deposit in the amount of \$1,050.00, the parties agreed that the Tenant may cash this cheque. The Landlord confirmed that the cheque is still valid and able to be cashed.
4. The parties agreed that the above terms settle the claims made on both of their respective applications.

The parties confirmed that this settlement agreement was reached on a voluntary basis and that they understood that this constitutes full and final resolution of the applications of both parties.

Conclusion

As per the **settlement agreement** outlined above, the parties agreed that the Tenant will cash the cheque from the Landlord in the amount of **\$1,050.00**, which is the amount that was paid for the security deposit. This settlement agreement constitutes full and final resolution of the claims against them.

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: July 9, 2018

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Residential Tenancy Branch