



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding 0588848 BC LTD
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MNSD/FFT

Introduction

On May 30, 2018, the Tenant submitted an Application for Dispute Resolution under the *Residential Tenancy Act* (the “Act”) requesting the return of her security deposit and to recover the cost of the Filing Fee. On July 26, 2018, the Tenant amended her Application to claim double the amount of the security deposit. The matter was set for a participatory hearing via conference call.

The Landlord and Tenant attended the hearing and provided affirmed testimony. They were provided the opportunity to present their relevant oral, written and documentary evidence and to make submissions at the hearing. The parties testified that they exchanged the documentary evidence that I have before me.

I have reviewed all oral and written evidence before me that met the requirements of the Rules of Procedure. However, only the evidence relevant to the issues and findings in this matter are described in this Decision.

Issues to be Decided

Should the Tenant receive double the amount of her security deposit from the Landlord?
Should the Tenant be reimbursed for the Filing Fee?

Preliminary Matters

Prior to testimony being provided by the parties, the Landlord’s Agent gave some background to the Arbitrator and the Tenant regarding the current status of the residential property. She stated that the Landlord’s residential property (including the rental unit) has gone into receivership and the assigned receiver, the Agent’s employer,

is in a position to provide oversight for the outstanding tenancy issues. The Agent had some, but not all of the records for the tenancy and provided evidence to the best of her ability.

During the hearing, it was established that a tenancy existed between the Tenant and the Landlord and that both parties had some outstanding issues that they wished to address through settlement discussions.

Section 63 of the Act allows an Arbitrator to assist the parties to settle their dispute and if the parties settle their dispute during the dispute resolution proceedings, the settlement may be recorded in the form of a decision or an order. Accordingly, I assisted the parties to resolve this dispute by helping them negotiate terms for a settlement agreement with the input from both parties.

Settlement Agreement

The Landlord and Tenant confirmed during the hearing that this Agreement was made voluntarily and that it was made in full satisfaction of the Tenant's Application.

1. The Landlord agreed to pay \$1,100.00 to the Tenant (the Tenant is acting as a representative for all of the tenants that may have been involved with this tenancy). This amount was agreed, by both parties, to address the Tenant's claim for the return of the security deposit and reimbursement for the filing fee.
2. The Tenant and the Landlord agreed that this Settlement Agreement is final and that there will be no future Applications for Dispute Resolution in regard to this tenancy.
3. This Agreement is made in full satisfaction of the Tenant's Application and this Application is now closed.

This Agreement was summarized for the parties on two occasions and all parties in attendance at the hearing indicated that they agreed to resolve this dispute under these terms. The Landlord and the Tenant both acknowledged that they understood they were not required to enter into this Agreement and that they understood the Agreement was final and binding.

Conclusion

The above Settlement Agreement is made in full satisfaction of the Tenant's Application and in accordance with Section 63 of the Act.

I grant the Tenant a Monetary Order for the balance of \$1,100.00. In the event that the Landlord does not comply with this Order, it may be served on the Landlord, filed with the Province of British Columbia 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: August 17, 2018

Residential Tenancy Branch