



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDL-S FFL

Introduction

This hearing dealt with the landlord's application pursuant to the *Residential Tenancy Act* (the *Act*) for:

- a monetary order for damages pursuant to section 67 of the *Act*;
- authorization to retain all or a portion of the tenant's security deposit in partial satisfaction of the monetary order requested pursuant to section 67 of the *Act*; and
- recovery of the filing fee from the tenant pursuant to section 72 of the *Act*.

Both parties attended the hearing and were given a full opportunity to be heard, to present affirmed testimony, to make submissions and to call witnesses.

As both parties were present, service of documents was confirmed. The tenant confirmed receipt of the landlord's Notice of Dispute Resolution Proceeding package and evidence. The landlord confirmed receipt of the tenant's evidence, however, the tenant acknowledged that she served the evidence late. Based on the undisputed testimonies of the parties, I find that the tenant was served with the notice of this hearing in accordance with section 89 of the *Act*.

Issue(s) to be Decided

Is the landlord entitled to a monetary award for compensation for damage? If so, is the landlord entitled to retain the security deposit in full or partial satisfaction of that award?

Is the landlord entitled to recover the filing fee for this application from the tenant?

Analysis

Pursuant to section 63 of the *Act*, the Arbitrator may 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. During the hearing the parties discussed the issues between them, turned their minds to compromise and achieved a resolution of their dispute.

Both parties agreed to the following final and binding settlement of the issue currently under dispute at this time:

1. The landlord will return one-half of the security deposit to the tenant, in the amount of \$500.00.
2. The landlord will make this payment to the tenant by cheque, sent to the tenant by Canada Post registered mail, as soon as possible, but by no later than 5:00 p.m. on October 31, 2018.
3. The tenant is provided with a Monetary Order dated October 31, 2018, enforceable only in the event that the landlord fails to abide by the terms of this settlement decision.
4. Both parties agreed that the terms of this settlement as outlined above constitute a final and binding resolution of the landlord's application for dispute resolution filed on March 20, 2018, and as such the landlord's application is dismissed in its entirety, and that they agreed to the terms of this settlement free of any duress or coercion.
5. Both parties agreed that they are each at liberty to file an application for dispute resolution for any other issues arising from this tenancy agreement, within the allowable time limits provided by the *Act*.

The parties are still bound by all of the rights, responsibilities, terms, conditions and any statutory compensation provisions of the tenancy agreement, the *Act*, and the associated regulations.

Conclusion

To give effect to the settlement reached between the parties and as advised to both parties during the hearing, I issue to the tenant the attached Monetary Order in the

amount of \$500.00 to be served on the landlord by the tenant **only** if the landlord fails to pay the tenant the full amount of \$500.00 by 5:00 p.m. on October 31, 2018.

Should the landlord fail to comply with this Order, this Order may be filed in the Small Claims Division of the Provincial Court and enforced as an Order of that Court. If the landlord only makes a partial payment and not the total amount, this partial payment must be accounted for if the tenant is enforcing the Monetary Order.

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: October 15, 2018

Residential Tenancy Branch