



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNDCT, MNSD, FFT

Introduction

This hearing was convened as a result of the tenant's Application for Dispute Resolution ("application") seeking remedy under the *Residential Tenancy Act* ("Act"). The tenant applied for a monetary claim of \$4,090.00 for money owed or compensation for damage or loss under the *Act*, regulation or tenancy agreement, for the return of double the security deposit, and to recover the cost of the filing fee.

The tenant and the landlord attended the teleconference hearing. The parties gave affirmed testimony, were provided the opportunity to present their evidence orally and in documentary form prior to the hearing, and make submissions to me.

The landlord confirmed that they were served with the tenant's documentary evidence and that they had the opportunity to review that evidence prior the hearing. The landlord affirmed that they did not submit any documentary evidence in response to the tenant's application.

Preliminary and Procedural Matter

The parties confirmed their email addresses at the outset of the hearing. The parties confirmed their understanding that the decision would be emailed to both parties and that the monetary order would only be emailed to the tenant.

Issues to be Decided

- Is the tenant entitled to a monetary order under the *Act*?
- Is the tenant entitled to the recovery of the cost of the filing fee under the *Act*?

Settlement Agreement

During the hearing, the parties agreed to settle these matters on the following conditions:

1. The parties agree that the landlord will return \$1,000.00 of February 2018 rent due to the tenancy ending due to flood/frustration.
2. The parties agree that the landlord will pay the tenant \$90.00 for the tenant's increased electricity consumption due to the multiple fans running in the rental unit for the purpose of drying the unit from the flooding mentioned in #1 above.
3. The landlord agrees to pay the tenant \$1,190.00 which includes #1 and #2 above plus the \$100.00 filing fee by cheque to be postmarked to the tenant no later than **October 23, 2018**.
4. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$1,190.00 which will be of no force or effect if the landlord pays the tenant in accordance with #3 above and the tenant successfully deposits the full amount.
5. The parties agree that the landlord has the tenant's written forwarding address as of the date of this hearing, October 16, 2018. The landlord must deal with the tenant's security deposit of \$1,000.00 in accordance with section 38 of the *Act*.
6. The tenant is at liberty to reapply for double the return of their security deposit if the landlord fails to comply with #5 above.

This settlement agreement was reached in accordance with section 63 of the *Residential Tenancy Act*. The parties confirmed at the end of the hearing that this agreement was made on a voluntary basis and that the parties understood the binding nature of this full and final settlement of these matters.

Conclusion

I order the parties to comply with the terms of their settled agreement.

The tenant has been granted a monetary order in the amount of \$1,190.00 as indicated above. If the landlord fails to pay that amount as indicated above, the tenant must serve the landlord with the monetary order and the monetary order may be filed in the Provincial Court (Small Claims) and enforced as an order of that court.

The parties confirmed their understanding that while they voluntarily formed this mutual agreement that the agreement is final and binding under the *Act*.

This decision is final and binding on the parties, unless otherwise provided under the Act, and 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 16, 2018

Residential Tenancy Branch