



Dispute Resolution Services

Page: 1

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BOLLD REAL ESTATE MANAGEMENT
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes 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 \$1,800.00 for the return of their security deposit, and to recover the cost of the filing fee.

The tenant and an agent for the landlord ("agent") 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 receiving the tenant's documentary evidence and confirmed that the landlord had the opportunity to review the tenant's evidence prior to the hearing. The landlord's documentary evidence was excluded in full as it was served late contrary to the Rules of Procedure and given that the tenant had not yet been served with the landlord's documentary evidence.

Preliminary and Procedural Matter

The parties provided their email addresses at the outset of the hearing which were confirmed by the undersigned arbitrator. 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*?
- What should happen to the tenant's security deposit 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 all matters related to this tenancy on the following conditions:

1. The parties agree that the landlord owes the tenant \$740.00 for the return of the tenant's security deposit balance by e-transfer no later than **September 21, 2018 by 5:00 p.m.** The tenant's email address was confirmed during the hearing.
2. The tenant agrees to withdraw their application in full as part of this mutually settled agreement.
3. The tenant is granted a monetary order pursuant to section 67 of the *Act* in the amount of \$740.00 which will be of no force or effect if the landlord complies with #1 above.
4. The parties agree that this mutually settled agreement represents a full and final settlement of all matters related to this tenancy.

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 \$740.00. Should the tenant require enforcement of this order it must be served on the landlord 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: September 19, 2018

Residential Tenancy Branch