



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes: *MNSD, FF*

Introduction

This hearing dealt with an application by the tenant, pursuant to section 38 of the *Residential Tenancy Act*, for a monetary order for the return of the security deposit and for the recovery of the filing fee.

Both parties attended the hearing and were given full opportunity to present evidence and make submissions.

Issues to be Decided

Is the tenant entitled to the return of the security deposit and the filing fee?

Background and Evidence

The tenancy started on September 01, 2016. Prior to moving in, the tenant paid a security deposit of \$675.00. The tenant moved out on June 15, 2018 and provided the landlord with a forwarding address on June 17, 2018. The landlord acknowledged having received the address.

During the hearing the parties engaged in a conversation, turned their minds to compromise and achieved a resolution of their dispute.

Analysis

Pursuant to Section 63 of the *Residential Tenancy Act*, the Arbitrator may assist the parties settle their dispute and if the parties settle their dispute during the hearing, the settlement may be recorded in the form of a decision or an order.

During this hearing, the parties reached an agreement to settle these matters, on the following conditions:

1. The tenant agreed to accept \$500.00 in full and final satisfaction of all claims against the landlord.
2. The landlord agreed to pay the tenant \$500.00 by December 07, 2018, in full and final settlement of all claims against the tenant.
3. Both parties stated that they understood and agreed that the above particulars comprise full and final settlement of all aspects of the dispute for both parties.

I grant the tenant an order under section 67 of the *Residential Tenancy Act* for the amount of \$500.00. This order may be filed in the Small Claims Court and enforced as an order of that Court.

The parties have reached a settled agreement, as recorded above. This agreement was reached in accordance with section 63 of the *Act*. The parties are bound by the terms of this agreement, as well as by the terms of their tenancy agreement and the *Act*. Should either party violate the terms of this settled agreement, the tenancy agreement or the *Act*, it is open to the other party to take steps under the *Act* to seek remedy. The notice to end tenancy is set aside and the tenancy will continue.

Conclusion

Pursuant to the above agreement, I grant the tenant a monetary order in the amount of **\$500.00**.

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: November 26, 2018

Residential Tenancy Branch