



# Dispute Resolution Services

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Residential Tenancy Branch  
Office of Housing and Construction Standards

## DECISION

Dispute Codes      MNSD, FFT

### Introduction

On August 28, 2018, the Tenant applied for a Dispute Resolution proceeding seeking a Monetary Order for a return of the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”) and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

R.L. attended the hearing as an agent for the Tenant. The Landlord attended the hearing as well. All in attendance provided a solemn affirmation.

R.L. advised that he served the Notice of Hearing package to the Landlord by registered mail on August 28, 2018 and the Landlord confirmed that he received this package. In accordance with Sections 89 and 90 of the *Act*, and based on this undisputed testimony, I am satisfied that the Landlord was served the Notice of Hearing package.

Both parties advised that their evidence was served upon the other party in compliance with the service requirements of the Rules of Procedure. As such, all evidence was considered when rendering this decision.

All parties were given an opportunity to be heard, to present sworn testimony, and to make submissions. I have reviewed all oral and written submissions before me; however, only the evidence relevant to the issues and findings in this matter are described in this Decision.

### Issue(s) to be Decided

- Is the Tenant entitled to a return of double the security deposit?
- Is the Tenant entitled to recover the filing fee?

### Background and Evidence

While I have turned my mind to the accepted documentary evidence and the testimony of the parties, not all details of the respective submissions and/or arguments are reproduced here.

All parties agreed that the Tenant rented the rental unit as a business and for the use of their employees to live in. They agreed that the tenancy started on Jan 21, 2016. Rent was established at \$1,575.00 per month, due on the first of the month. Rent was always paid to the Landlord by the business. A security deposit of \$787.50 was paid.

R.L. advised that the Tenant ended the tenancy by providing written notice effective for December 31, 2017. The Landlord confirmed receipt of this notice and acknowledged that this tenancy would end.

The Landlord advised that the employee of the company residing in the rental unit requested to stay there until January 15, 2018. The Landlord wanted to help him out, so he engaged in a short-term tenancy with that employee and collected rent directly from him.

The Landlord confirmed that he did not conduct a move-in inspection report or a move-out inspection report.

All parties agreed that the forwarding address in writing was received from the Tenant's notice to end tenancy served in November 2017.

### Settlement Agreement

I raised the possibility of settlement pursuant to Section 63(1) of the *Act* which allows an arbitrator to assist the parties to settle the dispute. I explained to the parties that settlement discussions are voluntary, that if they chose not to discuss settlement I would

make a final and binding decision on the matter, and that if they chose to discuss settlement and did not come to an agreement, that I would make a final and binding decision on the matter.

I advised the parties that if they did come to an agreement, I would write out this agreement in my written decision and make any necessary orders. I also explained that the written decision would become a final and legally binding agreement. The parties did not have questions about discussing a settlement when asked.

The parties reached the following full and final settlement agreement during the hearing:

1. The Landlord shall pay to the Tenant the sum of **\$887.50** (the security deposit of \$787.50 plus the filing fee of \$100.00)
2. The parties agreed that fulfilment of this condition would amount to full and complete satisfaction of any amounts owing. Both parties understood that they are now precluded from filing any other Application for Dispute Resolution against the other party with respect to this tenancy.

There have been no determinations made with respect to the unwritten tenancy agreement made between the Landlord and the employee of the company on January 1, 2018.

I have accepted and recorded the settlement agreement reached by the parties during this hearing and I make the term(s) an Order to be binding upon both parties.

If condition one is not satisfactorily complied with, the Tenant is granted a Monetary Order in the amount of **\$887.50**. This Order is enforceable only if the Landlord fails to comply with the payment requirements set forth in the settlement above. The Order must be served on the Landlord by the Tenant. 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.

Conclusion

The parties reached a full and final settlement agreement in resolution of their disputes. I have recorded the terms of settlement in this decision and in recognition of the settlement agreement I provide the Tenant with a conditional Monetary Order in the amount of **\$887.50** to serve and enforce upon the Landlord, if necessary.

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: December 21, 2018

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Residential Tenancy Branch