



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes **FFT MNSD (tenant); FFL MNDL (landlord)**

Introduction

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

- Return of the security deposit pursuant to section 38; and
- Authorization to recover the filing fee for this application pursuant to section 72.

This hearing also dealt with an application by the landlord pursuant to the *Residential Tenancy Act* (the *Act*) for the following:

- A monetary order for compensation for damages pursuant to section 67;
- Authorization to apply the security deposit to the monetary order pursuant to section 72; and
- Authorization to recover the filing fee for this application from the tenant pursuant to section 72;

Both parties attended the hearing and were given a full opportunity to be heard, to present their affirmed testimony and to make submissions. Before the conclusion of this hearing, the parties discussed the issues between them, engaged in a conversation, turned their minds to compromise, and achieved a resolution of their dispute.

Pursuant to section 63 of the *Act*, the Arbitrator may assist the parties to settle their dispute and if the parties do so during the dispute resolution proceedings, the settlement may be recorded in the form of a Decision or an Order. Given the agreement reached between the parties during the proceedings, I find that the parties have settled their dispute and the following records this settlement as a Decision:

The Parties mutually agree as follows:

- The landlord agrees to pay the tenant the sum of \$760.00 in full satisfaction of the tenant's claim for return of the security deposit;
- All remaining claims by both parties are dismissed without leave to reapply.

To give effect to the settlement reached between the parties, I issue to the tenant the attached monetary order requiring the landlord to pay the sum of \$760.00 to the tenant on or before January 31, 2019 at 1:00 PM, to be served upon the landlord only if the landlord fails to pay the full amount by that time.

These terms comprise the full and final settlement of all aspects of these applications for both parties.

Both parties testified that they understood and agreed that the above terms are final, binding, and enforceable, and settle all aspects of these applications.

Based on the above, I find that all matters between these parties raised in this application are resolved pursuant to the above agreed terms.

Conclusion

I issue to the tenant the attached monetary order requiring the landlord to pay the sum of \$760.00 to the tenant on or before January 31, 2019 at 1:00 PM, to be served upon the landlord only if the landlord fails to pay the full amount by that time.

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: January 28, 2019

Residential Tenancy Branch