



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

DECISION

Dispute Codes MNSD, MNRT, FFT

Introduction

On October 16, 2018, the Tenant applied for a Dispute Resolution proceeding seeking a Monetary Order for a return of double the security deposit pursuant to Section 38 of the *Residential Tenancy Act* (the “*Act*”), seeking a Monetary Order for compensation pursuant to Section 67 of the *Act*, and seeking recovery of the filing fee pursuant to Section 72 of the *Act*.

Both the Tenant and the Landlord attended the hearing. All in attendance provided a solemn affirmation.

The Tenant advised that he served the Notice of Hearing package, including his evidence, to the Landlord by registered mail 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 and evidence

The Landlord confirmed that he served his evidence to the Tenant by registered mail on January 28, 2019 and the Tenant confirmed that he received this package. As service of this evidence complies with the time frame requirements of Rule 3.15 of the Rules of Procedure, I have accepted this evidence and considered it 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 compensation?
- Is the Tenant entitled to recover the filing fee?

Background and Evidence

Both parties agreed that the tenancy started on November 1, 2014 and the tenancy ended when the Tenant vacated the premises on or around October 3, 2017. Rent was established at \$1,200.00 per month due on the first day of each month. A security deposit of \$600.00 was also paid.

During the hearing, the parties turned their minds to reaching a full and final settlement agreement. The parties were able to reach an agreement and I have recorded the terms of agreement by way of this decision and the Monetary Order that accompanies it.

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 agrees to pay **\$623.00** to the Tenant.
2. The parties agreed that this would be paid via electronic transfer by 3:00 PM on February 13, 2019.

3. The parties agreed that fulfilment of these conditions would amount to full and complete satisfaction of any amounts owing.
4. The parties agreed that no future claims would be made against either party with respect to this tenancy.

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 conditional Monetary Order in the amount of **\$623.00**. 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 enforce

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 **\$623.00** 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: February 12, 2019

Residential Tenancy Branch